

**AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY**

**THIS AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY** (“**Agreement**”) is made and entered into as of the “**Effective Date**” between **ALLIED WASTE SYSTEMS OF COLORADO, LLC**, a Colorado limited liability company (“**Republic**”) and **CITY AND COUNTY OF DENVER, BY AND THROUGH ITS DEPARTMENT OF AVIATION**, a home rule municipality of the State of Colorado (“**Denver**”).

**WITNESSETH:**

**WHEREAS**, Republic is the owner of certain real property consisting of (a) approximately 171.351 acres having Property Identification No. 0172327200001, and (b) approximately 190.256 acres having Property Identification No. 0172327100001, each located in unincorporated Adams County (“**County**”), Colorado (the “**Republic Owned Property**”); and

**WHEREAS**, the Republic Owned Property includes a parcel of real property consisting of approximately 18 acres, generally shown and described on Exhibit “A” attached hereto and incorporated herein (the “**Republic Realty**”) (the Republic Realty, together with the property and rights described in Section 1(a) of this Agreement, shall hereinafter be referred to collectively as the “**Republic Property**”); and

**WHEREAS**, Denver is the owner of certain real property consisting of approximately 33.23 acres having Property Identification No. 0172300000258, located in unincorporated Adams County, Colorado (the “**Denver Owned Property**”); and

**WHEREAS**, the Denver Owned Property includes a parcel of real property consisting of approximately 25 acres which lies to the West of Interstate 470 East, generally shown and described on Exhibit “B” attached hereto and incorporated herein (the “**Denver Realty**”) (the Denver Realty, together with the property and rights described in Section 1(b) of this Agreement, shall hereinafter be referred to collectively as the “**Denver Property**”); and

**WHEREAS**, the Denver Owned Property is within the Denver International Airport (the “**Airport**”); and

**WHEREAS**, the parties have determined through appraisals and valuations that the Republic Property has a fair market value equal to the value of the Denver Property; and

**WHEREAS**, Republic and Denver desire to exchange the Republic Property and the Denver Property, and Republic may choose to do so in a qualifying exchange of like-kind property under Section 1031 of the Internal Revenue Code of 1986, as amended (the “**Exchange**”) on the terms and provisions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein and the sum of \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. **Conveyance.** (a) Subject to the terms and conditions hereinafter set forth, and in consideration of and in exchange for the transfer contemplated in sub-section (b) below, Republic agrees to convey and transfer to Denver the Republic Realty, together with all of Republic's right, title and interest, if any, in and to the following property and rights: (i) all easements, privileges, oil, gas and mineral rights, riparian and other water rights, strips, and gores of land lying adjacent to the Republic Realty, lands underlying any adjacent streets or roads, and appurtenances pertaining to or accruing to the benefit of the Republic Realty; and (ii) all improvements thereon (referred to collectively hereinafter as the "**Republic Property**").

(b) Subject to the terms and conditions hereinafter set forth, and in consideration of and in exchange for the transfer contemplated in sub-section (a) above, Denver agrees to convey and transfer to Republic the Denver Realty, together with all of Denver's right, title and interest, if any, in and to the following property and rights: (i) all easements, privileges, oil, gas and mineral rights, riparian and other water rights, strips, and gores of land lying adjacent to the Denver Realty, lands underlying any adjacent streets or roads, and appurtenances pertaining to or accruing to the benefit of the Denver Realty; and (ii) all improvements thereon (referred to collectively hereinafter as the "**Denver Property**").

2. **Escrow.** (a) Promptly upon execution of this Agreement by the parties, Republic will deliver a fully executed copy of this Agreement to Land Title Guarantee Company, 3033 East 1st Avenue, #600, Denver, Colorado 80206, Attn: Colin Snody (the "**Title Company**"). An escrow for this transaction shall be established with the Title Company and the Title Company, as escrow agent, is engaged to administer the escrow. This Agreement constitutes escrow instructions to the Title Company.

(b) By accepting this escrow, the Title Company agrees to comply with the terms of this Agreement as they relate to the duties of the Title Company. However, the Title Company is not a party to this Agreement and has no liability for the performance or non-performance of this Agreement by either party.

(c) The Title Company shall have no responsibility regarding the transfer of utilities, collection of cancellation premiums for any insurance policies, or the renewal, procurement, assignability or effectiveness of flood insurance or other policies of insurance. The Title Company shall not be liable for interest on funds deposited with the Title Company unless this Agreement requires the Title Company to deposit such funds in an interest bearing account and the Title Company fails to do so. The Title Company shall not be liable for any loss of escrow funds caused by the failure of any banking institution in which such funds have been deposited.

(d) The Parties will ensure that the Title Company shall not be responsible for any reasonable costs, damages, attorneys' fees, and expenses which the Title Company may incur or sustain in connection with its obligations as escrow agent in this transaction as a result of such party's actions or inactions, except as caused by (i) the other party's failure to abide by the terms and conditions of this Agreement or (ii) the negligence or willful misconduct of the Title Company or breach by the Title Company of its duties as escrow agent.

(e) If this Agreement is cancelled by Republic, Republic shall pay all escrow cancellation fees. If this Agreement is cancelled by Denver, Denver shall pay all escrow cancellation fees.

(f) The Title Company shall not be bound by, nor be obligated to act upon any instruction, demand or notice not in writing and signed by the party (or its agent) delivering such instruction, demand or notice. If the Title Company receives conflicting demands, the Title Company may, at its election, hold any money and documents deposited in escrow until it receives mutual instructions from the parties or until a civil action determining the rights of all parties shall have been finally concluded in a court of competent jurisdiction. In the alternative, the Title Company may commence a civil action to interplead any conflicting demands to a court of competent jurisdiction to determine its rights and the rights of the parties and regarding the escrow. If a civil action is brought by the Title Company pursuant to this Section, the Title Company shall be entitled to reasonable attorneys' fees and court costs (as determined by the court) from whichever of Republic or Denver is the non-prevailing party in such action, except to the extent arising as a result of the negligence or willful misconduct of the Title Company or breach by the Title Company of its duties as escrow agent.

(g) The Title Company agrees to be the designated "reporting person" under Section 6045 of the U.S. Internal Revenue Code of 1986, as amended, with respect to the transaction and to prepare, file and deliver such information, returns and statements as the U.S. Treasury Department may require by regulations or forms in connection with such requirements, including Form 1099-B.

3. **Title and Survey.** (a) On the Effective Date, Republic shall order, jointly on behalf of itself and Denver, title insurance commitments from the Title Company for each of the Republic Property and the Denver Property. As soon as possible after receiving the joint order, the Title Company shall deliver a copy of each title commitment, pursuant to which commitments the Title Company agrees to issue a 2006 ALTA Owner's Policy of Title Insurance at Closing for the Republic Property or the Denver Property, respectively, in the amount requested by the party acquiring title to such property (the "**Transferee Party**"), subject only the matters ("**Acceptable Exceptions**") which are acceptable to the Transferee Party in its sole discretion.

(b) On the Effective Date, Republic shall order, jointly on behalf of itself and Denver, a survey of the Republic Property and the Denver Property from The Matthews Company, Inc., 17220 Newhope Street, Suites 108-110, Fountain Valley, CA 92708 [Attn: Craig Matthews] (the "**Surveyor**"). The surveys shall be prepared by the Surveyor in accordance with the minimum standard detail requirements imposed by ALTA/NSPS, certified to Republic and Denver, and contain a calculation of the number of gross acres comprising the Republic Property and the Denver Property, respectively. The Surveyor shall deliver a copy of each survey to Republic, Denver, and the Title Company. The legal descriptions from the surveys, once approved by both Republic and Denver, shall replace and supersede the descriptions attached hereto as Exhibits "A" and "B", respectively, and shall be used for the subdivision of the properties.

(c) Republic shall review the title insurance commitment and survey for the Denver Property, and Denver shall review the title insurance commitment and survey for the

Republic Property, and each Transferee Party shall, prior to the Inspection Completion Date, notify the other party in writing (“**Title Objection Notice**”) of any matters in such title commitment and survey which are not acceptable to such Transferee Party (“**Title Defects**”). Prior to Closing, each party shall cure any mortgages, deeds of trust, judgments or monetary liens created by such party (the “**Required Cure Items**”). Any such matters set forth on the respective title insurance commitment or survey and not specified as Title Defects in the Title Objection Notice or any Title Defects waived (or deemed waived) by either party pursuant to the terms hereof shall be deemed “**Acceptable Exceptions**”. Upon either party’s receipt of a Title Objection Notice, such party may, but shall not be obligated to, cure such Title Defects (other than the Required Cure Items which the parties are required to cure). In the event that Republic is unwilling or unable to cure the Title Defects with respect to the Republic Property, or Denver is unwilling or unable to cure the Title Defects with respect to the Denver Property, on or before the earlier to occur of (i) the Closing Date or (ii) within 30 days of the transferring party’s receipt of the Title Objection Notice (“**Title Cure Period**”), either party, at their option, may within 5 days thereof: (x) elect to accept title to the Republic Property or the Denver Property as the Transferee Party, respectively (the “**Respective Property**”), subject to the Title Defects without any compensation therefor (in which event the remaining Title Defects shall be deemed Acceptable Exceptions); or (y) terminate this Agreement by written notice thereof to the other party and the Title Company, whereupon this Agreement shall be terminated, and both parties shall thereafter be released from all further obligations hereunder, except for such obligations which by the express terms of this Agreement survive the termination hereof. In the event either party fails to elect to terminate the Agreement as provided above within the Title Cure Period therefor, such party shall be deemed to have elected subsection (x) above. In the event a Transferee Party elects item (x) above, and the Transferor Party fails or refuses to cure the Required Cure Items on or before Closing, the Transferee Party shall have the right to (A) terminate this Agreement by written notice to the Transferor Party and the Title Company, or (B) receive a credit at Closing for the full amount required to cure such items on behalf of the Transferor Party. Each party agrees that they will not take any action after the Effective Date of this Agreement which shall adversely affect the status of title to their respective properties.

(d) Prior to the Closing, each of Republic and Denver may have its respective commitment and survey updated for the Closing. Prior to the Closing, each of Republic and Denver shall have the right to object to (x) any new Title Defect which is not one of its Acceptable Exceptions hereunder, or (y) any Title Defect which was an Acceptable Exception hereunder but is no longer acceptable to such party because of any change to the size or location of the Real Property (“**New Title Problem**”). Should Republic or Denver, as the Transferee Party, provide its respective Transferor Party with written notice of the New Title Problem, then such Transferor Party shall use good faith, continuous, and diligent efforts to cure or eliminate the New Title Problem, but such Transferor Party shall not be required to file a lawsuit to cure any New Title Problem. Any new Required Cure Items shall be cured by such Transferor Party on or before Closing. In the event that such Transferor Party is unable, through the exercise of good faith, diligent, and continuous efforts, to cure any New Title Problem prior to the Closing, then the Transferee Party shall elect to either: (i) terminate this Agreement upon written notice to such Transferor Party and the Title Company, whereupon parties shall be released from any further obligations under this Agreement, except for such obligations which by the express terms of this Agreement survive the termination hereof; or (ii) waive any of the New Title Problem and close

hereunder without any compensation therefor. In the event such Transferee Party elects item (ii) above, and such Transferor Party fails or refuses to cure the Required Cure Items on or before Closing, such Transferee Party shall have the right to elect item (A) or (B) of subsection (c) above.

(e) At Closing, Republic shall execute, and Denver will record, an avigation easement against the Denver Property in the form set forth in Exhibit "C". The avigation easement is not a Title Defect on the Denver Property, and instead shall be an Acceptable Exception.

(f) At Closing, the parties will enter into an easement agreement (the "**Republic Easement**"), which grants and conveys to Republic a non-exclusive easement over and across the Republic Realty for access to and from the remainder of the Republic Owned Property which is adjacent to the Republic Realty and Tower Road. The form of the Republic Easement shall be acceptable to both parties in their reasonable discretion and agreed to by the parties prior to the Inspection Completion Date.

(g) Within 5 days of the Effective Date each party shall deliver to the other hard or electronic copies of all Documents, if any, which such party has in its possession with respect to the Respective Property, along with any other such documentation as the other party may reasonably request with respect thereto. As set forth herein, "**Documents**" shall mean any surveys, plans, soil tests, engineering studies, environmental studies, and all other documents, studies and title policies.

**4. Inspections.** (a) Republic and Denver hereby acknowledge that as of the date of the execution of this Agreement, they have not yet had an opportunity to fully review and evaluate this transaction. If on or before 5:00 p.m. on a date which is 60 days from the Effective Date of this Agreement (the "**Inspection Completion Date**"), either party determines, in their sole and absolute discretion, that they do not desire to purchase the Respective Property, then they shall have the right, as the Transferee Party, to give written notice to the other party electing to terminate this Agreement, provided such notice is delivered to the Transferor Party prior to 5:00 p.m. on the Inspection Completion Date. In the event such notice of termination is delivered on or before 5:00 p.m. on the Inspection Completion Date then the parties shall be released from all further obligations each to the other under this Agreement, except for such obligations which by the express terms of this Agreement survive the termination hereof. In the event that neither party terminates this Agreement as set forth in this Section 4, then each party's right to terminate this Agreement pursuant to this Section 4 shall be deemed waived by both parties.

(b) The Transferee Party, its agents, employees and representatives shall have access to the Respective Property upon 48 hours' prior written notice to the Transferor Party, at all times subsequent to the Effective Date and prior to the Closing Date or earlier termination of this Agreement to conduct reasonable investigations, studies, and tests thereon as the Transferee Party and their counsel, licensed engineers, environmental consultants, surveyors, or other representative, respectively, may deem reasonably necessary, and the Transferor Party shall have the right to have its representative to be present at such property at any time the Transferee Party, its agents, employees, or representatives access such property. Notwithstanding the foregoing, the Transferee Party shall not conduct or authorize any Phase II environmental investigation or other invasive testing on the property of the Transferor Party without the prior written approval of the

Transferor Party, which may be withheld in the sole discretion of the Transferor Party. Any tests, examinations or inspections, if approved by the Transferor Party, of the Respective Property shall be kept confidential in accordance with that certain Letter Agreement regarding the Use and Disclosure of Confidential Information executed by the parties and dated April 29, 2024 (the “NDA”); provided, however, that the Parties understand and agree that Denver is subject to the provisions of the Colorado Open Records Act (“CORA”), C.R.S. §§ 24-72-201 et seq. Any tests, examinations, or inspections and all costs and expenses in connection with the Transferee Party’s inspection of the Respective Property shall be at the Transferee Party’s sole cost and shall be performed in a manner not to unreasonably interfere with the Transferor Party’s ownership of its property. Further, the Transferee Party shall remove or bond any lien of any type which attaches to the Transferor Party’s property by virtue of the inspections of the Transferee Party. Upon completion of the Transferee Party’s inspections, examinations, or tests, the Transferee Party shall restore any damage to the Transferor Party’s property caused by the inspections, examinations, or tests conducted by or on behalf of the Transferee Party. The Transferee Party hereby covenants and agrees to either (i) be responsible for all damages and losses because of injury to persons (including death) and injury or damage to or loss of any property or improvements in any way resulting from or related to the Transferee Party’s inspections or (ii) cause its third-party consultant or agent to be responsible for all damages and losses because of injury to persons (including death) and injury or damage to or loss of any property or improvements in any way resulting from or related to the Transferee Party’s inspections; provided that, notwithstanding anything to the contrary contained herein, the Transferee Party shall bear no liability for the results, findings, and/or discoveries identified through such environmental inspections.

(c) The provisions of this Section 4 shall survive any termination of this Agreement.

**5. Environmental Studies and Soil Tests.** Whether Republic or Denver, the Transferee Party hereby acknowledges to the Transferor Party, whether Republic or Denver, that prior to the Closing Date, the Transferee Party shall conduct any environmental tests with respect to the Respective Property which the Transferee Party may deem necessary or advisable, and the Transferee Party shall rely upon such tests in electing whether or not to purchase the Respective Property. The Transferee Party’s acquisition of the Respective Property shall constitute a conclusive presumption that such property was free and clear of any and all hazardous materials and waste or other environmental contamination on the Closing Date. Whether Republic or Denver, the Transferee Party hereby releases the Transferor Party, whether Republic or Denver, now and forever from any and all causes of action, claims, demands, or liabilities, whether direct or indirect, relating to or arising from the existence of toxic or hazardous wastes or materials of any kind on the Respective Property arising from any use of the Respective Property or arising from the violation of any environmental or similar laws with respect to the Respective Property, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act, as amended by The Superfund Amendments and Reauthorization Act, The Resource Conservation and Recovery Act, and any and all local, state and federal laws, rules, ordinances and regulations relating thereto. The Transferee Party, whether Republic or Denver, hereby agrees to be responsible for all claims, causes of action, costs (including attorneys’ fees and costs), expenses, damages, liabilities or losses asserted against, suffered or incurred by the other party as a result of the use, spill, disposal, manufacture, storage, or release of any hazardous or toxic wastes,

substances, chemicals, or materials by the Transferee Party or any of its agents, contractors, employees, invitees, tenants, successors, or assigns on or about the Respective Property by the Transferee Party. The provisions of this Section shall survive the Closing or the termination of this Agreement, as applicable.

**6. Prorations.** At Closing, all real estate taxes and assessments (including improvement district or other special assessments), property association dues (if applicable), and any similar assessments with respect to the Republic Property and the Denver Property shall each be prorated in escrow as of the Closing, based upon the current year information, if available, and otherwise using the tax or assessment information from the immediately prior tax year or assessment year, as the case may be. The prorations between Denver and Republic made pursuant to this Section are final and shall not be adjusted post-Closing. Any assessments on the Republic Property or the Denver Property for prior years due to a change in land usage or ownership, including without limitation, rollback taxes, shall be the sole responsibility of the Transferee Party. The terms and provisions of this Section shall survive Closing.

**7. Closing Costs.** (a) Denver shall be responsible for the cost to obtain the title insurance commitment and survey for the Republic Property, all premiums and other charges on the owner's title policy issued to Denver pursuant thereto, all documentary stamps taxes or other transfer charges in connection with the transfer of the Republic Property, and all recording fees in connection with any of the documents and instruments delivered by Denver to Republic hereunder.

(b) Republic shall be responsible for the cost to obtain the title insurance commitment and the survey for the Denver Property, all premiums and other charges on the owner's title policy issued to Republic pursuant thereto, all documentary stamps taxes or other transfer charges in connection with the transfer of the Denver Property, and all recording fees in connection with any of the documents and instruments delivered by Republic to Denver hereunder.

(c) Each party shall be responsible for one half of any escrow charges of the Title Company and for payment of its own legal fees, except as provided in Section 20(c).

**8. Closing Date; Conditions to Closing; Failure to Close.**

(a) The "Closing" shall be held via wire transfer and overnight delivery, through the offices of the Title Company or such other location as may be agreed to by the parties, on a Tuesday, Wednesday, or Thursday which is no more than 60 days after the satisfaction or written waiver by Republic and Denver of the Conditions, but in no event later than July 2, 2025 (the "Closing Date"), subject to extension as provided in Section 8(c) below.

(b) It shall be a condition precedent to each party's obligations under this Agreement that the following conditions (the "Conditions") be satisfied in each party's sole discretion:

(i) Republic shall have exercised its option to purchase in its sole discretion and has closed on the purchase of certain real property pursuant to that certain Option Agreement dated effective as of May 26, 2020 by and between Republic and DIBC HQTS LLC, a Colorado

limited liability company (as amended, the “**Option Agreement**”) consisting of approximately 107.83 acres located at 20420 E. 88<sup>th</sup> Avenue, Adams County, Colorado (as more particularly described in the Option Agreement, the “**Option Property**); and

(ii) the Option Property shall have been annexed into and made a part of the city of Commerce City, Colorado (“**Commerce City**”), on terms acceptable to Republic in its sole discretion; and

(iii) Commerce City shall have vacated and abandoned the current 50’ wide right of way within Commerce City commencing at E. 88<sup>th</sup> Avenue and continuing south until its terminus at the municipal boundary of Denver, as depicted on Exhibit “D” attached hereto and incorporated herein (the “**Himalaya Right of Way**”);

(iv) the Republic Owned Property shall be in a condition to be legally conveyed to Denver as a separate legal lot(s);

(v) the Denver Property shall be in a condition to be legally conveyed to Republic as a separate legal lot; and

(vi) Republic shall be satisfied in its sole discretion with the permitted uses of the Denver Property and any restrictions on the use or development thereof.

(c) The parties agree to reasonably cooperate with each other in connection with the Conditions, including, without limitation, executing any necessary applications, letters of support and appearing at meetings and public hearings in support thereof. In addition, in connection with the vacation of the Himalaya Right of Way and as required by Ordinance No. V-093-24 (the “**Vacation Ordinance**”) approved by Commerce City, Denver agrees to execute and record a Memorandum of Agreement between Denver and Republic, in a form reasonably acceptable to both parties and as required by Commerce City and the Vacation Ordinance. If the Conditions have not been satisfied on or before the Closing Date, then either party shall have the option of extending the Closing for a period of up to 3 months (the “**Extended Closing Date**”), upon written notice to the other at least 10 business days prior to the Closing Date. If the Conditions have not been satisfied as of the Closing Date or the Extended Closing Date, if applicable, then either party can elect to:

(i) terminate this Agreement upon written notice to the other, whereupon both parties shall thereafter be released from all further obligations hereunder, or

(ii) waive such condition(s) and proceed to Closing.

(d) If for any reason the Closing does not occur, and therefore Republic and Denver do not exchange Republic Property and the Denver Property, then the parties will cause the Easement agreement in the form attached hereto as Exhibit “E” and incorporated herein by reference, to be recorded against the Option Property following Republic’s purchase of the Option Property.



**9. Documents to be Delivered at Closing.** (a) In connection with the Closing hereunder, as required by this Agreement, Republic shall cause to be executed and delivered the following documents with respect to the Republic Property, and Denver shall cause to be executed and delivered the following documents with respect to the Denver Property:

(i) a special warranty deed (the “**Deed**”), subject only to the Acceptable Exceptions, and in the case of the Deed from Republic, subject to the Restriction (defined below);

(ii) a mechanic’s lien affidavit,

(iii) a certification to the effect that such party is not a “foreign person” in the sense of Internal Revenue Code Section 1445,

(iv) corrective instruments, as applicable,

(v) an owner’s affidavit in form reasonably acceptable to the Title Company attesting to the absence of any financing statements, claims of lien, or potential liens known to the party and further attesting that there have been no improvements or repairs to or other work performed on the Respective Property for 90 days immediately preceding the Closing Date and, if such property has been improved or repaired within that time, such party shall deliver releases or waivers of mechanics’ liens affidavits and other instruments as the Title Company may require in order to delete any exception for such liens or lien rights from the Title Policy,

(vi) the Republic Easement,

(vii) other documentation reasonably required such that the other party’s title commitment (and title policy when issued) shall not contain the so-called “standard exceptions”, and

(viii) any other documents reasonably requested by the other party, the Title Company, or the other party’s lender, if any.

(b) At Closing, Republic and Denver shall each execute counterpart closing statements in a customary form prepared by the Title Company, and such other documents required by the Title Company that are reasonably necessary to consummate Closing. Both parties shall pay their respective costs by wire transfer.

(c) Denver acknowledges that the Republic Property is near other property owned by Republic or its affiliates, which property was/is being used by Republic or its affiliates as a solid waste disposal landfill and for operations associated with its waste disposal business (“Adjacent Operations”). Denver agrees that the Deed from Republic to Denver for the Republic Property shall contain a restriction whereby for a period of 99 years from the Closing Date (i) neither Denver nor its successors or assigns shall use or permit a tenant or occupant of the Republic Property to use the Republic Property for the operation of a solid waste or recyclables business (the business of the disposal, hauling, collection, storage or transfer of solid waste or recyclables); (ii) neither Denver nor its successors or assigns shall object to the presence of the Adjacent

Operations as the same exists and together with the Denver Property is permitted to operate and develop on the Closing Date; (iii) upon request of Republic or its successor or assigns Denver shall state in writing that it has no objection to the presence of the Adjacent Operations as set forth in this Section 9(c); and (iv) no demands, suits or other claims whatsoever of any type shall be made by Denver or any subsequent owner of the Property or any portion thereof against Republic, its affiliates or any of its predecessors in interest with respect to or arising from the Adjacent Operations as set forth in this Section 9(c), other than any such demands, suits or other claims based on violations of applicable laws by Republic or which are necessary to compel compliance therewith by Republic (the “**Restriction**”).

**10. Representations and Warranties.**

(a) Whether Republic or Denver, Transferor Party represents, warrants and covenants unto the Transferee Party and agrees with the Transferee Party as follows, to wit:

(i) Transferor Party is the fee simple owner of the Respective Property;

(ii) Transferor Party has no notice or knowledge of any pending or threatened in writing lawsuits with respect to the Respective Property;

(iii) the execution, delivery and performance of this Agreement by Transferor Party has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable in accordance with its terms;

(iv) Transferor Party is not a “foreign person” within the meaning of the United States tax laws, to which reference is made in Internal Revenue Code Section 1445(b)(2) and at Closing, Transfer Party shall deliver to Transferee Party an affidavit to such effect, which shall also state Transferor Party’s federal and/or state employer identification number or social security number, as applicable, and the state within the United States under which Transferor Party then exists;

(v) Transferor Party shall not at any time while this Agreement is in effect, make or permit any contract or agreement or impose or allow to impose any new lien, encumbrance, or other matter affecting title to the Respective Property or grant or allow to be granted any right in or on or to the Respective Property without the prior written consent of Transferee Party, which consent may be withheld by Transferee Party in its sole discretion;

(vi) the entering into this Agreement (and the transfer of the Respective Property to Transferee Party) shall not constitute a violation or breach by Transferor Party of (1) any contract, agreement, understanding, or instrument to which it is a party or by which Transferor Party or the Respective Property is subject or bound; (2) any judgment, order, writ, injunction or decree issued against or imposed upon them; or (3) any applicable law, order, rule or regulation of any governmental or quasi-governmental authority;

(vii) Except as set forth on Exhibit “F”, attached hereto and incorporated herein, Transferor Party has not entered into any contracts, timber sales agreements, hunting or other licenses, consultant or vendor contracts, leases, or other occupancy agreements (“**Contracts**”), recorded or unrecorded, which currently affect the Respective Property, and Transferor Party has no knowledge that any Contracts currently affect the Respective Property; and

(viii) no parties, other than Transferor Party, are in possession of the Respective Property except as set forth in the title insurance commitment or survey for the Respective Property, and Transferor Party will deliver sole and exclusive possession of the Respective Property to Transferee Party at the time of the Closing.

(b) In the event of any change in fact or circumstance which would cause the representations and warranties of Transferor Party contained in this Agreement to be untrue in any respect, then Transferor Party shall promptly deliver to Transferee Party an affidavit which specifies the representations and warranties so affected. Upon receipt of such affidavit, Transferee Party shall have the right to elect to terminate this Agreement upon written notice to Transferor Party and the Title Company, whereupon both parties shall be released of and from any and all further liability hereunder (other than liability under any provision hereof that by the express terms hereof survives the termination of this Agreement).

(c) All of the warranties provided for in this Section 10 shall survive Closing for a period of 2 years.

**11. Intentionally Deleted.**

**12. NO REPRESENTATIONS OR WARRANTIES.** AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, THE TRANSFEEE PARTY, WHETHER REPUBLIC OR DENVER, AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE DEED DELIVERED AT CLOSING, IT IS ACQUIRING THE RESPECTIVE PROPERTY “AS IS” WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, AND THE TRANSFEEE PARTY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT AND THE DEED DELIVERED AT CLOSING, IT HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE RESPECTIVE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE RESPECTIVE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE RESPECTIVE PROPERTY, (C) THE SUITABILITY OF THE RESPECTIVE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH TRANSFEEE PARTY MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE RESPECTIVE PROPERTY OR ITS OPERATION WITH ANY LAWS,

RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESPECTIVE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE RESPECTIVE PROPERTY. EACH PARTY, AS THE TRANSFEREE PARTY, AGREES WITH THE OTHER PARTY, AS THE TRANSFEROR PARTY, THAT IT SHALL NOT SEEK RECOURSE AGAINST THE TRANSFEROR PARTY ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY THE TRANSFEREE PARTY WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS RELATED TO THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE FROM AND AFTER THE DATE OF CLOSING. EACH PARTY, AS THE TRANSFEREE PARTY, WHETHER REPUBLIC OR DENVER, ACKNOWLEDGES THAT IT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE RESPECTIVE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE RESPECTIVE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF THE TRANSFEROR PARTY OR ANY STATEMENT, REPRESENTATION OR OTHER ASSERTION MADE BY THE TRANSFEROR PARTY WITH RESPECT TO THE RESPECTIVE PROPERTY BEING ACQUIRED BY THE TRANSFEREE PARTY. THE TRANSFEREE PARTY, WHETHER REPUBLIC OR DENVER, FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY THE TRANSFEROR PARTY WITH RESPECT TO ANY INFORMATION SUPPLIED BY OR ON BEHALF OF THE TRANSFEROR CONCERNING THE RESPECTIVE PROPERTY, AND THE TRANSFEROR PARTY MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT THE TRANSFEREE PARTY SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. THE TRANSFEREE, WHETHER REPUBLIC OR DENVER, ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS, AND OTHER STATEMENTS SET FORTH IN THIS SECTION ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT THE TRANSFEROR PARTY, WHETHER REPUBLIC OR DENVER, WOULD NOT AGREE TO SELL THE RESPECTIVE PROPERTY TO THE TRANSFEREE PARTY WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION.

**13. Republic's Defaults; Denver's Remedies.** In the event that Republic shall fail to perform this Agreement within the time specified herein, which default is not cured by Republic within 10 business days after written notice thereof from Denver, Denver may elect, as its sole and exclusive remedy, to seek to enforce specific performance only for failure to cause the Republic Property to be conveyed in accordance with the terms and provisions hereof or to terminate this Agreement by written notice to Republic. It is expressly understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Republic hereunder other than a failure to cause the Republic Property to be conveyed in accordance with the terms and provisions hereof, or a failure to cooperate with Denver in the satisfaction of the Conditions. Denver hereby expressly waives its rights to seek damages in the event of Republic's default hereunder. Denver shall be deemed to have elected to terminate this Agreement if Denver

fails to file suit for specific performance against Republic in a court having jurisdiction in the county and state in which the Republic Property is located on or before 60 days following the date upon which the Closing was to have occurred.

**14. Denver's Default; Republic's Remedies.** In the event that Denver shall fail to perform this Agreement within the time specified herein, which default is not cured by Denver within 10 business days after written notice thereof from Republic, Republic may elect, as its sole and exclusive remedy, to seek to enforce specific performance only for failure to cause the Denver Property to be conveyed in accordance with the terms and provisions hereof or to terminate this Agreement by written notice to Denver. It is expressly understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Denver hereunder other than a failure to cause the Denver Property to be conveyed in accordance with the terms and provisions hereof, or a failure to reasonably cooperate with Republic in the satisfaction of the Conditions. Republic hereby expressly waives its rights to seek damages in the event of Denver's default hereunder. Republic shall be deemed to have elected to terminate this Agreement if Republic fails to file suit for specific performance against Denver in a court having jurisdiction in the county and state in which the Denver Property is located on or before 60 days following the date upon which the Closing was to have occurred.

**15. Brokers.** The parties each represent and warrant to the other that there are no real estate brokers, salesmen, or finders involved in this transaction other than Todd Witty with CBRE, Inc. ("**Republic's Broker**"), who shall be paid a commission by Republic pursuant to a separate agreement between Republic and Republic's Broker. If a claim for brokerage fees or commissions in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through, or on behalf of one of the parties hereto ("**Responsible Party**"), Responsible Party shall be solely responsible for any and all liabilities, damages, claims, costs, fees, and expenses whatsoever, including reasonable attorneys' fees and court costs through all trial and all appellate levels which are suffered or incurred by the other party hereunder ("**Other Party**") and its officers, directors, agents, affiliates and representatives with respect to said claim for brokerage. The provisions of this Section 15 shall survive the Closing and any cancellation or earlier termination of this Agreement.

**16. Assignability.** Neither party shall have the right to assign this Agreement or its rights hereunder to any entity or person without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, each party shall have the right to assign this Agreement and its rights hereunder to any parent, affiliate or subsidiary of such party, upon prior written notice to the other party and the Title Company together with a copy of such executed written assignment; provided, however, that any such assignment, if any, shall occur at least 10 days prior to the Closing Date, and any such assignee shall assume all of the obligations of such party hereunder.

**17. Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, or sent by recognized overnight courier (such as Federal Express) and addressed as follows:

If to Republic at: Allied Waste Systems of Colorado, LLC

c/o Republic Services, Inc.  
18500 N Allied Way  
Phoenix, AZ 85054  
Attn: Chief Legal Officer

With a copy to: Spotts Fain PC  
411 East Franklin Street, 6<sup>th</sup> Floor  
Richmond, VA 23219  
Attn: David A. Reed, Esq.

If to Denver: Chief Executive Officer  
Denver International Airport  
Airport Office Building  
8500 Peña Boulevard, 9th Floor  
Denver, CO 80249-6340

With a copy to: Senior Vice President, DEN Real Estate  
Denver International Airport  
Airport Office Building  
8500 Peña Boulevard, 10th Floor  
Denver, CO 80249-6340

And: General Counsel  
Denver International Airport  
Airport Office Building  
8500 Peña Boulevard, 10th Floor  
Denver, CO 80249-6340

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt.

**18. Eminent Domain.** If, prior to Closing, the Respective Property or any rights or easements therein shall be taken by condemnation or rights of eminent domain or like processing or shall be threatened therewith, the Transferor Party shall promptly notify the Transferee Party, and the Transferee Party shall have the option of either: (i) cancelling this Agreement by delivery of written notice to the Transferor Party and the Title Company, whereupon both parties shall be relieved of all further obligations under this Agreement except for such obligations which by the express terms of this Agreement survive the termination hereof; or (ii) proceeding with the Closing, whereupon the Transferee Party shall be entitled to and shall be assigned all interest in all condemnation payments, awards, and settlements applicable to the Property at issue.

**19. Colorado Open Records Act.**

(a) Republic acknowledges that Denver is subject to the provisions of the CORA, and Republic agrees that it will fully cooperate with Denver in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Republic asserts is

confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Republic to Denver shall be considered confidential by Denver only to the extent provided in CORA, and Republic agrees that any disclosure of information by Denver consistent with the provisions of CORA shall result in no liability of Denver.

(b) In the event of a request to Denver for disclosure of such information, time and circumstances permitting, Denver will make a good faith effort to advise Republic of such request in order to give Republic the opportunity to object to the disclosure of any material Republic may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Republic objects to disclosure, Denver, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, Denver may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Republic agrees it will either waive any claim of confidentiality or intervene in such legal process to protect materials Republic does not wish disclosed.

(c) The requirements of this Section 19 shall survive the Closing or early termination of this Agreement.

## **20. Miscellaneous.**

(a) This Agreement shall be construed and governed in accordance with laws of the State of Colorado and in the event of any litigation hereunder, the venue for any such litigation, shall be Adams County, Colorado. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

(b) In the event any interpretation of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstructed as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs through all trial and appellate levels. The provisions of this subsection shall survive the Closing and any termination or cancellation of this Agreement.

(d) In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the use of any gender shall include every other gender and all captions and section headings shall be discarded.

(e) All of the Exhibits to this Agreement are incorporated in and made a part of this Agreement.

(f) This Agreement constitutes the entire agreement between the parties for the exchange of the Respective Property and supersedes any other agreement or understanding of the parties with respect to the matters herein contained. This Agreement may not be changed, altered or modified except in writing signed by the party against whom enforcement of such a change would be sought.

(g) Time is of the essence of this Agreement. Unless otherwise expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. on the last day of the applicable time period provided for in this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday, or state or national holiday, then the date for such performance shall be extended until the next business day thereafter occurring. Unless otherwise expressly stated in this Agreement, all time periods are measured according to the local time where Title Company is located.

(h) In the event that either party hereto shall be unable to carry out, in whole or in part, its obligations under this Agreement by reason of acts of God, acts of war or conditions attributable to war, riots, insurrection, strikes, lockouts, labor troubles, diseases, epidemics, pandemics, quarantines, declarations of emergency by any federal, state or local governmental authority, enactment after the Effective Date of statutes, laws, or ordinances by legislative bodies, issuance of regulations or orders by administrative agencies or commissions, actions by federal, state, municipal or regulatory courts or recording offices, or other reason of like nature not the fault of the party delayed in performance but not including financial inability to perform (“**Permitted Delay**”), such party shall be excused from performance for the period of time equivalent to the delay caused by such Permitted Delay, shall not be deemed in default during such inability, and shall not be liable to the other party for any breach. Promptly following the occurrence of an event giving rise to a Permitted Delay, the affected party shall give written notice of the event to the other party, which notice shall include a description of the nature of the event, its cause and possible consequences, its direct impact on the party’s inability to perform all or any part of its obligations under this Agreement, and the expected duration of the event, if known. The other party’s obligation to close on the transfer of the Respective Property shall be staid until such time as the party experiencing the Permitted Delay is ready to close.

(i) Electronic signatures and email “.PDF” copies of this Agreement and any signatures hereon shall be considered for all purposes as originals. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

(j) This Agreement is subject and subordinate to the provisions of any agreements between Denver and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to Denver for airport purposes, or to the expenditure of federal funds for the extension, expansion or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Improvement Act of 1982, as amended. The Federal Appendices, which are attached hereto as Appendix 1 are incorporated herein by this reference.



(k) The “**Effective Date**” of this Agreement is the date of the last signature set forth on the signature page of this Agreement.

(l) This Agreement is subject to approval by the Denver City Council. Following the Effective Date, the Airport’s Chief Executive Officer or their designee, shall sign all required closing documents, including those documents identified in Sections 3(f), 8(c), and 9 of this Agreement.

**21. Environmental.**

(a) Each party represents that it is not aware of any past or present Release of Hazardous Substances at, on or under their Respective Property, and has not received any warning notices, notice of violations, administrative complaints, judicial complaints requests for information, or other formal or informal notices from any environmental or governmental agency or from any third party alleging that conditions at, on or under their Respective Property are in violation of any Environmental Laws, or that they are liable for any costs associated with any Remediation relating to the existence of such materials at, on, under or migrating from their Respective Property.

(b) The terms set forth in this Section 21 shall have the following meanings:

“**Environmental Laws**” means all federal, state, regional, local or international statutes, laws, rules, regulations, orders, ordinances and administrative and judicial judgments, rulings, decisions and orders, whether currently in existence or hereafter enacted or promulgated, relating to pollution, protection of the environment (including human health and safety, natural resources, cultural or historic resources, wildlife, air, soil, surface water, groundwater, wetlands, land and subsurface strata), occupational health and safety, emissions, discharges, solid wastes, or releases or handling of chemical substances, pollutants or contaminants. Environmental Laws include, but are not limited to: Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Hazardous Materials Transportation Act, as amended, 49 U.S.C. 1801 et seq.;, the Clean Water Act, as amended, 33 U.S.C. 1311 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Safe Drinking Water Act, 42 U.S.C. § 3003 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq., Oil Pollution Act, 33 U.S.C. 2701 et seq., the Atomic Energy Act of 1954, 42 U.S.C. §2011 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. 136 et seq.; and the Occupational Safety and Health Act, as amended, 29 U.S.C. 651 et seq.

“**Hazardous Substances**” shall be construed broadly to include any chemical, material or substance in any form, whether solid, liquid, sludge, gaseous, semisolid or any combination hereof, whether waste material, raw material, compound, finished product, byproduct or any other material or article, the use, storage, emission, discharge, possession, handling, or transportation of which is regulated, governed or otherwise affected by any Environmental Law. Hazardous Substances include, but are not limited to (a) chemicals,

materials or substances defined as or included in the definition of “hazardous materials,” “hazardous wastes,” “hazardous substances,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic wastes,” “toxic pollutants,” “contaminants,” “pollutants,” “infectious wastes,” “medical wastes,” “radioactive wastes,” “sewage sludges” or words of similar import under any Environmental Law; or (b) pesticides, asbestos containing materials, petroleum or petroleum products, and polychlorinated biphenyls.

“**Release**” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the environment or into or out of the Respective Property, including the movement of Hazardous Substances through or in the air, soil, surface water or groundwater of the Respective Property or adjoining properties.

“**Remediation**” means all actions, whether undertaken pursuant to judicial or administrative order or otherwise, reasonably necessary to comply with applicable Environmental Law, to (a) investigate, clean up, remediate, remove, treat, cover or in any other way adjust Hazardous Substances in, under or around the Respective Property; or (b) prevent or control the Release of Hazardous Substances so that they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment.

(c) The provisions of this Section shall survive the Closing or the earlier termination of this Contract.

*[Signature Page Follows]*

**Contract Control Number:** PLANE-202475538-00  
**Contractor Name:** ALLIED WASTE SYSTEMS OF COLORADO, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202475538-00  
ALLIED WASTE SYSTEMS OF COLORADO, LLC

By: Signed by:  
*Ryan Lawler*  
34DE053F5B84495...\_\_\_\_\_

Name:           Ryan Lawler            
          (please print)

Title:           Vice President            
          (please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
          (please print)

Title: \_\_\_\_\_  
          (please print)

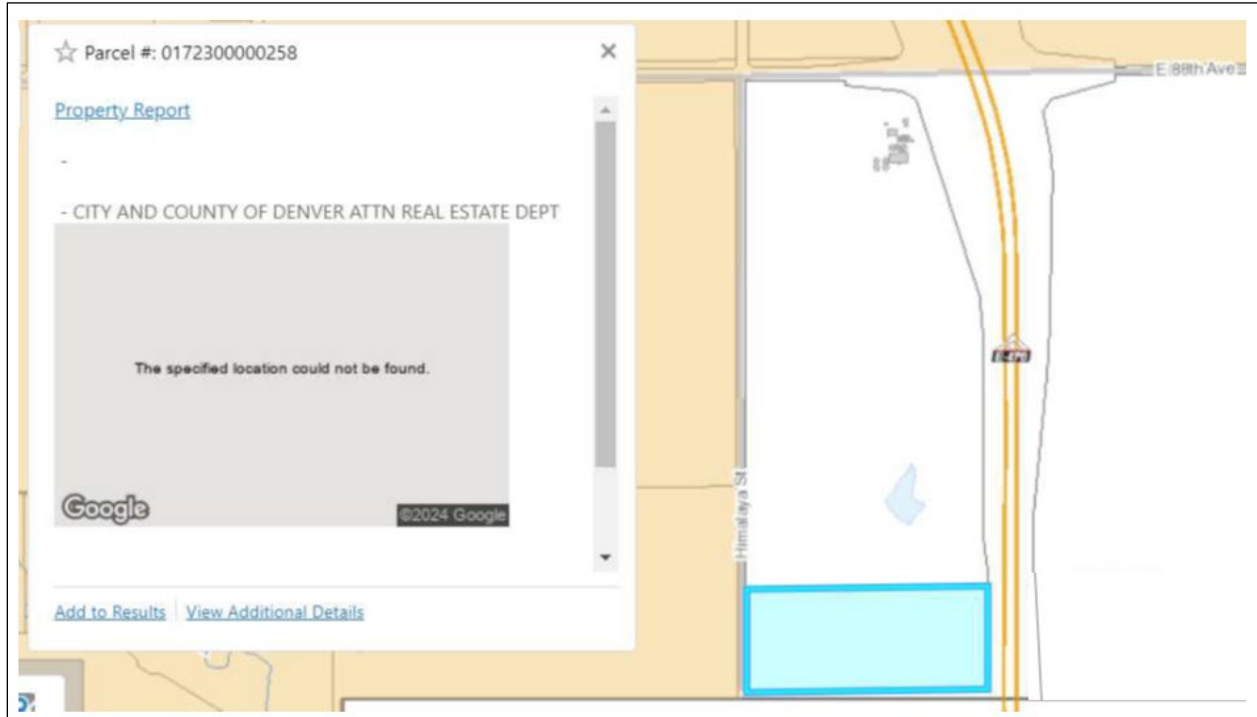
EXCHANGE AGREEMENT EXHIBIT "A"

Republic Realty



EXCHANGE AGREEMENT EXHIBIT "B"

Denver Realty



EXCHANGE AGREEMENT EXHIBIT "C"

Avigation Easement

[See attached]

## GRANT OF AVIGATION EASEMENT

This GRANT OF AVIGATION EASEMENT (“Avigation Easement”) is executed and delivered as of this \_\_\_\_ day of \_\_\_\_\_, 2024 by ALLIED WASTE SYSTEMS OF COLORADO, LLC, a Colorado limited liability company (“Grantor”) and the CITY AND COUNTY OF DENVER, BY AND THROUGH ITS DEPARTMENT OF AVIATION, a municipal corporation of the State of Colorado (“Grantee”).

### RECITALS

A. Grantor is the owner in fee simple of that certain real property (the “Property”) located in the City of Commerce City, State of Colorado, legally described in Exhibit A attached hereto and incorporated herein by reference.

B. Grantee is the owner and operator of the Denver International Airport together with any future expansion thereof or modification thereof (hereinafter referred to as the “Airport”) being situated in the County of Adams and City and County of Denver, State of Colorado.

#### 1. GRANT OF AVIGATION EASEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor, for itself and its successors and assigns, does hereby grant to Grantee and its successors and assigns, for the use and benefit of Grantee, and all users of the Airport, the following easements, rights and servitudes, which shall be appurtenant to the Airport, as to Grantee, and in gross, as to the tenants and licensees of Grantee and as to all users of the Airport (collectively the “Avigation Easement”):

1.1 Passage of Aircraft. A perpetual nonexclusive easement and right of way for the "Passage of Aircraft" (as hereinafter defined) by whomsoever owned and operated in, to, over and through all air space of the Property located in the Avigation Easement Area. As used herein, the term “Avigation Easement Area” shall mean an indefinite height over and above the applicable Maximum Allowable Height for the Property shown on Exhibit B attached hereto and incorporated herein. The Maximum Allowable Height for the Property may be revised by Grantee based on FAA guidance and upon prior written notice to Grantor; provided, however, in no event shall the Maximum Allowable Height for the Property be less than 200 feet above ground level. "Passage of Aircraft" shall include, but not be limited to, aircraft operation, navigation and flight; however, except to the extent constituting "Incidental Effects" as provided in Section 1.2 below, the term "Passage of Aircraft" shall not include aircraft landing, explosion, crash, or falling objects or other occurrence causing direct physical injury to persons on or at, or direct physical damage, to the property.

1.2 Incidental Effects. A perpetual nonexclusive easement and right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of the Property, or any air space above the ground surface of the Property, such noise, sounds, vibrations, electronic interference, fumes, dust, fuel vapor particles (incidental to the normal operation of aircraft), interference with sleep and communication and all other similar effects



that may result from or be related to the normal operation of aircraft taking off, landing or operating in the vicinity of the Airport (except aircraft fires, explosions and crashes and falling material) (collectively, "Incidental Effects"), including, without limitation, any Incidental Effects that may be objectionable or would otherwise constitute a trespass, a permanent or continuing nuisance or taking or damage to the Property due to invasiveness, intermittence, frequency, loudness, intensity, fuel particles, interference, emission, odor, annoyance or otherwise.

## 2. COVENANTS

2.1 Interference With Air Navigation. In furtherance of the easements and rights herein granted, Grantor hereby covenants, for itself and its successors and assigns, at all times hereafter, that it will not (a) construct any structures on the Property which would extend into the Avigation Easement Area, (b) permit lights, lighted signs and other lighted objects to penetrate the Avigation Easement in such a manner as would make it difficult for pilots to distinguish between Airport lights and others, or as to result in glare in the eyes of pilots using the Airport, or (c) create electronic or electromagnetic interference that could adversely affect the movement of aircraft over the Avigation Easement Area. The determination of whether Grantor is interfering or proposes to interfere with air navigation shall be based upon FAA guidance at the time of inquiry, and Grantor shall submit to FAA a "Form 7460" or its equivalent.

2.2 Covenant Not to Sue and Waiver of Claims. Grantor (a) covenants that Grantor shall not hereafter sue or prosecute Grantee with respect to noise, vibration or air pollution inherent (i) in the operation of aircraft, now or hereafter used, for navigation or other flight in the Avigation Easement Area or (ii) in the use of the Avigation Easement Area for landing on, takeoff from, or operating on or around the Airport, and (b) waives any claim for liabilities, losses, damages, injuries, costs, and expenses against Grantee, both with respect to the flight of aircraft over the Property or over other property near the Property or any physical effects on the Property resulting therefrom (except aircraft fires, explosions and crashes and falling material), including, but without limitation, noise, air pollution, vibration or any other physical effect on the Property resulting from such flight of aircraft not excepted above.

2.3 Changes. The rights, easements, benefits, waivers, covenants and Agreements granted hereunder, including the Avigation Easement, shall continue notwithstanding any increase or other change in the boundaries, volume of operations, noise, development of new runways or pattern of air traffic at the Airport. This Avigation Easement may not be modified, amended, terminated or abandoned except by execution and delivery of an instrument executed and acknowledged by Grantee, and Grantor agrees that, in the absence of such an instrument, no conduct by Grantee or increase, diminution or change in use of the Airport or the Avigation Easement shall constitute either an overburdening of the Avigation Easement or a termination or abandonment of the Avigation Easement.

2.4 Notice. Grantor shall provide the following notice ("Notice") to all prospective purchasers and tenants. The Notice shall be in 14-point bold type on a single sheet of paper which shall be signed by the prospective purchaser or tenant prior to entering into a contract for purchase or lease of any portion of the Property:

## NOTICE OF AIRPORT IN VICINITY

**This property is located in the vicinity of an airport. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase or lease and determine whether they are acceptable to you.**

### 3. GENERAL PROVISIONS

3.1. Interpretation. No provision of this Avigation Easement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision.

3.2. Waiver. No violation or breach of any provision of this Avigation Easement may be waived unless in writing. Waiver of any one breach of any provision of this Avigation Easement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Avigation Easement.

3.3. Severability. In the event that any one or more covenant, condition, right or other provision contained in this Avigation Easement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Avigation Easement and shall in no way affect, impair or invalidate any other covenant, condition, right or other provision contained in this Avigation Easement.

3.4. Additional Documents. In addition to the documents and instruments to be delivered as provided in this Avigation Easement, Grantor or its successors and assigns, as the case may be, shall, from time to time at the request of Grantee, execute and deliver to Grantee such other documents and shall take such other action as may be reasonably required to carry out more effectively the terms of this Avigation Easement.

3.5. Governing Law. This Avigation Easement Agreement has been negotiated and entered into in the State of Colorado, and shall be governed by, construed and enforced in accordance with the statutory, administrative and judicial laws of the State of Colorado.

3.6. Integration. This Avigation Easement, including the exhibits, constitutes the final, complete and exclusive statement of the parties relative to the subject matter hereof and there are no oral or parol agreements existing between Grantor and Grantee relative to the subject matter hereof which are not expressly set forth herein and covered hereby. This is an integrated agreement.

3.7. Recordation. This Avigation Easement shall be recorded in the real property records of the Clerk and Recorder of the City and County of Denver and the County of Adams, State of Colorado.



Exhibit A – Property

EXHIBIT "A"

Denver Realty

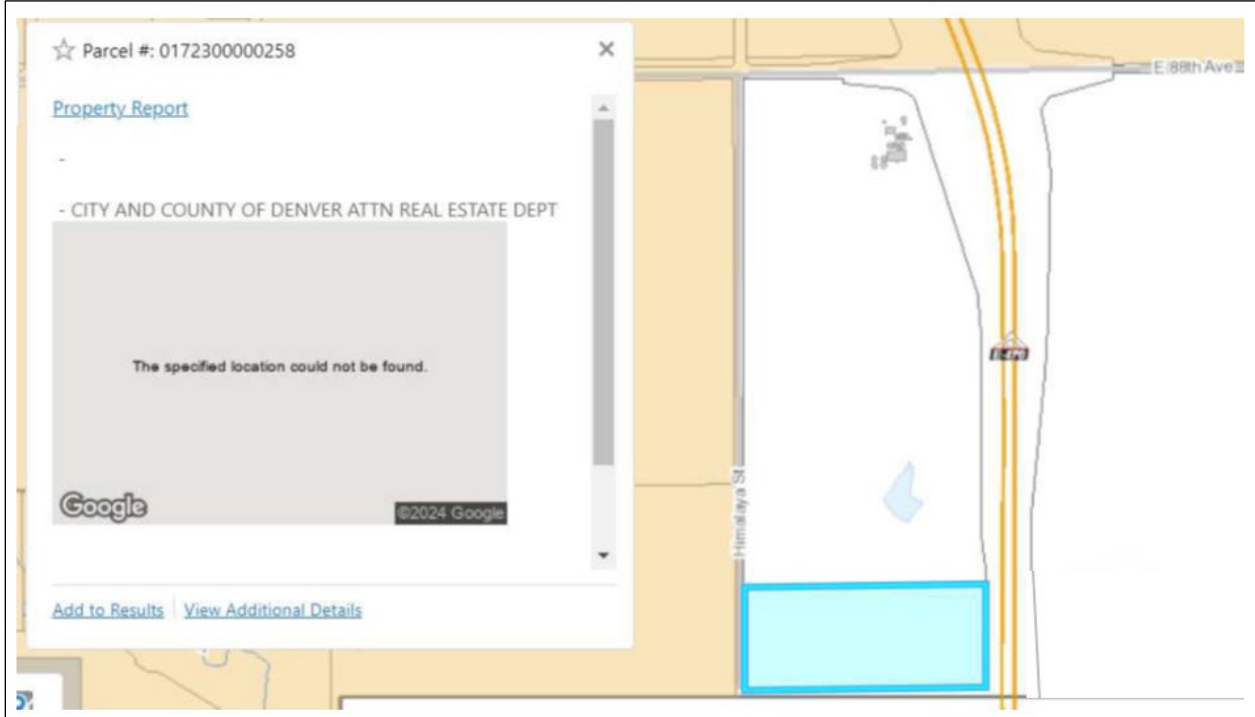


Exhibit B – Depiction of Maximum Allowable Heights for Property

[See attached]



E470

G:\A\Asdel\Projects\A\Heico\24-17 DEN Real Estate Height Map\Height Map.dwg

<b>KEY</b>
MAX ELEVATION
CURRENT GROUND ELEVATION
MAX ALLOWABLE HEIGHT

**DEN** PLANNING + DESIGN

Scale 200 0 100 200

Graphic Scale in Feet

Title	DEN Property Height Map	
Date	08/6/2024	Sheet
		1



# EXCHANGE AGREEMENT EXHIBIT "D"

## Himalaya Right of Way

### HIMALAYA MILE ROAD RIGHT OF WAY VACATION PLAT

## HIMALAYA MILE ROAD ROW VACATION PLAT

LOCATED IN THE EAST HALF OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M.  
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 2

#### LITERAL DESCRIPTION OF HIMALAYA MILE ROAD RIGHT-OF-WAY VACATED BY THIS PLAT:

A parcel of land previously dedicated as Right-of-Way and being a portion of the East 1/2 (E 1/2) of Section Twenty-seven (27), Township Two South (T.2S.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), City of Commerce City, County of Adams, State of Colorado, being more particularly described as follows, to-wit:

COMMENCE at the Northwest Corner of said Section 27 and ascending the North line of the Northwest Quarter (NW 1/4) of Section 26 as bearing North 89° 07' 37" East a distance of 2021.71 feet with all other bearings contained therein relative thereto;

THENCE South 89° 07' 37" West along the East line of the Northwest Quarter of Section 27 a distance of 2021.71 feet to the Southerly Right of Way Line of E. 98th Avenue and to the POINT OF BEGINNING;

The following Two (2) courses are along the Easterly of Right of Way line of said Himalaya Mile Road:

THENCE South 89° 32' 47" West along said East line of the Northwest Quarter of Section 27 a distance of 2621.54 feet to the East Quarter (E 1/4) corner of Section 27;

THENCE South 89° 20' 04" East along the East line of the Southwest Quarter of Section 27 a distance of 664.99 feet to the South Quarter (S 1/4) corner corner to said Section 27 and Section 26;

THENCE South 89° 30' 34" West along said East line of the Southwest Quarter of Section 27 a distance of 80.30 feet to the Westerly Right of Way line of Himalaya Mile Road as described in Enclosure, recorded June 8, 1988 as Exception No. 18962282016, to Book 3076, Page 288 of the Records of Adams County;

The following Two (2) courses are along said Westerly Right of Way line of Himalaya Mile Road:

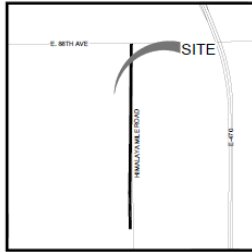
THENCE North 89° 30' 04" West a distance of 664.99 feet;

THENCE North 89° 32' 47" East along said Southerly Right of Way Line of E. 98th Avenue a distance of 2021.71 feet to the POINT OF BEGINNING;

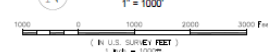
THENCE North 89° 30' 04" West a distance of 664.99 feet;

THENCE North 89° 32' 47" East along said Southerly Right of Way Line of E. 98th Avenue a distance of 2021.71 feet to the POINT OF BEGINNING;

TOTAL AREA OF RIGHT OF WAY BEING VACATED IS 146,527 square feet or 3.37 acres, more or less (±)



VICINITY MAP  
1" = 1000'



#### SURVEYOR'S NOTES:

- This survey does not constitute a title search by the surveyor. Any information regarding record easements, adoptions, and other documents that might affect the quality of title to this tract of land was obtained from Land Title Curators Company (Data No. ADM1647711-1), dated June 8, 2023 at 10:30 pm, as prepared by Old Republic National Title Insurance Company.
- Tract of Shading: The North line of the Northwest Quarter of Section 26 as bearing North 89° 07' 37" East, bearings derived from the Colorado State Plane Coordinate System (Central Zone).
- Unit of measure in U.S. Survey Feet.
- The adjacent property to its "West 37" "area of minimal flood hazard" per FEMA Flood Map 0801010K031E, effective March 2, 2017, and FEMA Flood Map 0801010K031E, effective February 15, 2017.
- ALLIED WASTE SYSTEMS OF COLORADO FIELD NO. 2 contains 6494,211 square feet, or 151.30 acres, more or less.
- All improvement and development obligations, shall be set forth in a separate agreement signed by the property owner seeking development approval for a site building herein shall impose any development or improvement obligations upon Applicant, pursuant to this plat.
- A copy of the site commitment and the documents contained therein were provided to the owner, client and attorney listed herein for their use and review.
- All documents listed in the title commitment are platable or defensible by their terms. All easements that are defensible by their descriptions are shown herein with sufficient data to establish their priority. Owner, Client and others should refer to the title commitment and these documents listed herein for a true understanding of all rights of way, easements, encroachments, interests and title of record concerning the subject property.
- Easements and other record documents shown or noted herein were examined as to location and purpose and were not extended as to restrictions, encroachments, obligations, terms, or as to the right to grant the same.
- The word "bear", "worthy" or "certification" as shown and used herein is an expression of professional opinion regarding the facts of the survey, and does not constitute a warranty or guaranty, expressed or implied, under the Rules of the State Bar (R.S.B. 170-1).
- Northern Engineering or the Professional Land Surveyor listed herein, does not have the expertise to address mineral rights, and recommends the owner consult an expert to address these matters. Northern Engineering or the Professional Land Surveyor listed herein assumes no responsibility for the mineral rights upon the subject property.
- Adjacent property owner information per the Adams County GIS Property Search Interactive Map.
- Per C.R.S. 18-1-107 (FNA), 107B, 107C, 107D, & 107E, the Developer/Owner of the subdivision plan has the responsibility of providing a true and accurate representation of the interior corners created by this plating procedure within one year of the effective date of a site contract. The Surveyor of record of said subdivision plat has only the required responsibility of providing for the same the ground measurements of the exterior boundaries of the subdivision plat.
- Header notes as required by the City of Denver and listed herein are being required as a condition of approval by the City of Denver. The notes, as listed herein, were provided to Northern Engineering by the City of Denver.
- It is understood under Colorado Revised Statutes Title 18, Criminal Code 18-6-408 to knowingly elude, defame, remove, or destroy a land survey measurement or accuracy.
- A current title commitment will be provided to the surveyor prior to final submittal. \* This note will be removed prior to finalizing survey.
- This survey is a draft only. Measurements have not been set or signaled. Measurements will be set and/or signaled prior to plat finalizing and recording. \* This note will be removed prior to finalizing survey.

#### SIGNATURE OF PROFESSIONAL

State of \_\_\_\_\_  
County of \_\_\_\_\_  
City of \_\_\_\_\_  
The foregoing dedication was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023 by:

My Commission expires \_\_\_\_\_  
Notary Public: \_\_\_\_\_

#### SURVEYOR'S STATEMENT:

I, Robert C. Tamm, a Colorado Registered Professional Land Surveyor do hereby certify that there are no roads, pipelines, irrigation ditches, or other easements in evidence or known to me to exist on or across the herein before described property except as shown on this plat. I have performed the survey shown herein, and each survey was prepared under my direct supervision and personal control, and that this plat accurately represents said survey, and that all measurements are true.

**DRAFT**  
08-01-2023  
NOT FOR CONSTRUCTION  
PURPOSES OR IMPLEMENTATION

Robert C. Tamm, Registered Professional Land Surveyor No. 38470  
Colorado Professional Land Surveyor  
Northern Engineering  
Address: 301 North Innes Street, Suite 100, Fort Collins, CO 80521

#### NOTICE TO PROPERTY OWNER (AS REQUIRED BY THE CITY OF COMMERCE CITY):

- Any construction across an existing subdivision lot line in violation of the subdivision regulation of the City, except as herein authorized.
- Any division of an existing lot, conversion of a part of an existing subdivision lot, in violation of this article unless (1) approved by the City of Commerce City; or (2) is exempt from the definition of "subdivision" as provided by the subdivision regulations.
- This plat does not establish water availability for the subject property. Water and wastewater service is provided by the South Adams County Water and Sewerage District. Installation of the current water availability for the property and acquisition of any additional water required for development of the property shall be the sole responsibility of the developer, its successors and assigns. Developer approval will not be granted without proof of water availability.
- The storm water drainage area shown herein shall be constructed and maintained by the owner and the subsequent owners, heirs, successors and assigns. In the event that said construction and maintenance is not performed by said owner, the City of Commerce City shall have the right to enter such area and perform the necessary work, the cost of which, said owner, heirs, successors, and assigns agrees to pay upon billing.
- No building or structure will be constructed in the delineated area and no changes or alterations affecting the hydraulic characteristics of the delineated area will be made without the approval of the City.

#### CITY COUNCIL CERTIFICATE:

Approval by City of Commerce City, City Council this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

Attest:

City Clerk \_\_\_\_\_ Mayor \_\_\_\_\_

#### PLANNING COMMISSION CERTIFICATE:

Approved by the City of Commerce City, Planning Commission, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

Chairperson \_\_\_\_\_

#### CITY STAFF CERTIFICATE:

Approval by the City Engineer of City of Commerce City this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

Director \_\_\_\_\_

Department of Community Development

#### ADAMS COUNTY CLERK AND RECORDS CERTIFICATE:

This plat was filed for record in the office of Adams County Clerk and Recorder, in the State of Colorado, at \_\_\_\_\_ M on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_ as Exception Number \_\_\_\_\_

County Clerk and Recorder \_\_\_\_\_

By \_\_\_\_\_ Deputy

**NOTICE**  
According to Colorado law you must examine any legal instrument before you sign it. It is your responsibility to know what you are doing and what you are signing. Do not sign any instrument unless you understand its contents and you are willing to be bound by its terms. If you are not sure, consult an attorney.

LETTER: \_\_\_\_\_  
DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
DRAWING: \_\_\_\_\_  
SCALE: \_\_\_\_\_

**NORTHERN ENGINEERING**  
SURVEY | MAPPING | LAND DEVELOPMENT  
800.745.1318

FILED: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
COUNTY: \_\_\_\_\_  
STATE: \_\_\_\_\_

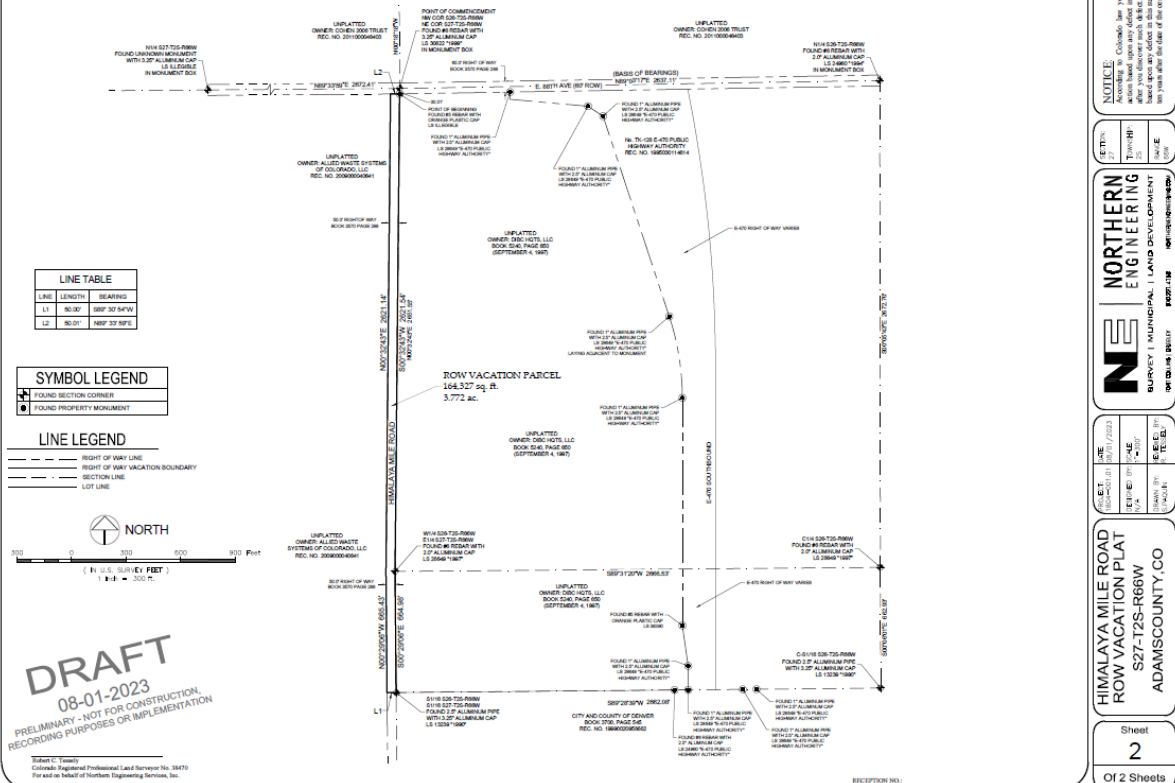
**HIMALAYA MILE ROAD ROW VACATION PLAT**  
S27-T2S-R66W  
ADAMSCOUNTY, CO

Sheet  
**1**  
Of 2 Sheets



# HIMALAYA MILE ROAD ROW VACATION PLAT

LOCATED IN THE EAST HALF OF SECTION 27, TOWNSHIP 2 SOUTH,  
RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO  
SHEET 2 OF 2



LINE TABLE	
LINE	BEARING
L1	N01°30'00" W 307.54' W
L2	N01°01'00" W 337.89' W

SYMBOL LEGEND	
[Symbol]	FOUND SECTION CORNER
[Symbol]	FOUND PROPERTY MONUMENT

LINE LEGEND	
[Line Style]	RIGHT OF WAY LINE
[Line Style]	RIGHT OF WAY VACATION BOUNDARY
[Line Style]	SECTION LINE
[Line Style]	LOT LINE



**DRAFT**  
08-01-2023  
PRELIMINARY - NOT FOR CONSTRUCTION  
RECORDING PURPOSES OR IMPLEMENTATION

Robert D. Evans  
Colorado Registered Professional Land Surveyor No. 38670  
For and on behalf of Northern Engineering Services, Inc.

**NOTICE**  
According to Colorado law, you must examine any legal action based upon any defect in this survey within three years of the date of recording. If you do not examine this plat and based upon any defect in this survey be commenced more than two years after the date of the recording of this plat.

LETTER: 27  
 TITLE: ROW VACATION PLAT  
 DATE: 08/01/2023  
 SURVEY: MUNICIPAL LAND DEVELOPMENT  
 PROJECT: HIMALAYA MILE ROAD

**NORTHERN ENGINEERING**  
 SURVEY & MUNICIPAL LAND DEVELOPMENT  
 1001 14th St, Suite 100  
 Commerce City, CO 80022

PROJECT: HIMALAYA MILE ROAD ROW VACATION PLAT  
 SHEET: 2 OF 2  
 DATE: 08/01/2023  
 SURVEY: MUNICIPAL LAND DEVELOPMENT  
 PROJECT: HIMALAYA MILE ROAD

**HIMALAYA MILE ROAD ROW VACATION PLAT S27-T2S-R66W ADAMSCOUNTY.CO**

Sheet 2  
 Of 2 Sheets

EXCHANGE AGREEMENT EXHIBIT "E"

Easement Agreement

[See attached]

**NON –EXCLUSIVE EASEMENT OF INGRESS AND EGRESS**

**THIS NON-EXCLUSIVE EASEMENT OF INGRESS AND EGRESS** (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between **ALLIED WASTE SYSTEMS OF COLORADO, LLC**, a Colorado limited liability company (“Grantor”), and **CITY AND COUNTY OF DENVER, BY AND THROUGH ITS DEPARTMENT OF AVIATION**, a home rule municipality of the State of Colorado, whose address is 8500 Peña Boulevard, Denver, CO 80249 (“Grantee”).

**RECITALS:**

**WHEREAS**, Grantee is the owner of certain undeveloped property located in Adams County, Colorado, described on Exhibit A attached hereto and incorporated herein (the “Grantee Property”), which Grantee Property consists of that portion of Adams County Parcel Number 01723000000258 which lies to the West of Interstate 470 East (“Grantee Parcel A”) and that portion of City/County of Denver Parcel Number 1126100096000 which lies North of Second Creek (“Grantee Parcel B”); and

**WHEREAS**, Grantor is the owner of certain property in Adams County, Colorado, described on Exhibit B attached hereto and incorporated herein (the “Grantor Property”), which Grantor Property is commonly known as Adams County Parcel Number 01723000000265 and is used by Grantor in conjunction with Grantor’s active landfill known as Tower Landfill (“Tower Landfill”); and

**WHEREAS**, Grantor has agreed to grant to Grantee a non-exclusive easement for ingress and egress over and across the existing roadway having a width of approximately 24’ (the “Road”) located on that portion of the Grantor Property described on Exhibit C attached hereto and incorporated herein (the “Easement Tract”), subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for One and No/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Agreement, Grantor has GRANTED and CONVEYED, and does hereby GRANT and CONVEY unto Grantee, its successors and permitted assigns, a non-exclusive easement of vehicular ingress, egress and access over and across the Easement Tract to and from the Grantee Property and to and from the public road known as E 88<sup>th</sup> Avenue (the “Easement”), including such access by Grantee’s agents’, employees’, contractors’, representatives’, invitees’ and subcontractors’ (collectively, the “Grantee Parties”). Grantee acknowledges that its use

of the Easement Tract shall not include stopping, standing or parking therein, Grantee shall not prevent the use of the Road by Grantor and its employees, customers, invitees, contractors, agents, consultants and representatives (collectively, the “Grantor Parties”), and the Road shall remain open and usable at all times by Grantor, the Grantor Parties, Grantee and the Grantee Parties.

2. The Easement is non-exclusive and subject to all matters of record, and there is hereby reserved to Grantor rights of egress and ingress, and the right to make any other use of any kind or nature whatsoever, including, but not limited to, the installation and maintenance of shared-access gates to control access to the Easement Tract in the location shown on Exhibit C, provided such use does not unreasonably interfere with the use of the Easement by Grantee, its successors and permitted assigns.
3. Grantor shall maintain the Easement Tract in a condition acceptable for Grantor’s business operations at Tower Landfill. Grantor shall ensure that the Easement Tract has an all-weather surface but shall have no obligation to pave or otherwise improve the Easement Tract.
  - A. From and after the date that Grantee commences the development of the Grantee Property, Grantee shall be responsible for 30% of the reasonable cost to maintain the Easement Tract and the Road. Grantee shall be deemed to have commenced development of the Grantee Property upon the Grantee taking action to prepare the Grantee Property for development and use such as moving of dirt on the Grantee Property or the commencement of business operations thereon including the parking, storage or staging of vehicles or equipment. In order to seek reimbursement of such maintenance costs from Grantee, Grantor shall provide written notice to Grantee of such maintenance costs, including documentation supporting such costs. Grantee shall have 45 days from the date of Grantee’s receipt of the notice to reimburse Grantor via ACH, wire transfer or other means approved by Grantor.
  - B. The foregoing notwithstanding, Grantee shall be solely responsible to reimburse Grantor in the same manner as set forth above for any reasonable costs and expenses incurred by Grantor to repair any damage caused exclusively by Grantee, its employees, agents, representatives or invitees.
  - C. In no event shall Grantee have the right to make alterations to the Easement Tract or the Road without the prior written consent of Grantor, which may be withheld in Grantor’s sole discretion.
4. In the event Grantee fails to timely perform any of its obligations under this Agreement, and such failure continues for more than 30 days after written notice thereof from Grantor, in addition to any other rights and remedies of such party at law or in equity, Grantor shall have the right to fulfill such obligation and charge the cost thereof to

Grantee, which sum shall be payable upon demand, and shall bear interest until paid at the rate of 10% per annum.

5. The Easement and the rights, privileges and burdens associated therewith are covenants running with the land. The Easement and all rights and privileges herein granted to Grantee shall be appurtenant to and shall run with title to the Grantee Property and any part thereof and shall benefit and be binding upon the Grantee Property and all owners and future owners thereof, and the burden of the Easement, together with all the rights and privileges herein granted to or reserved by Grantor, shall run with the title to the Grantor Property and shall benefit and be binding on all owners and future owners thereof.
6. Grantee acknowledges and agrees that the Easement is granted "AS IS", "WHERE IS" and without any representation or warranty of any kind or nature whatsoever concerning the Easement Tract, the Grantor Property, the Grantee Property, or any other matter, thing or circumstance of whatsoever kind.
7. Prior to Grantee's use of the Easement Tract, Grantee, at its sole cost and expense, shall obtain and maintain at all times Commercial General Liability and Commercial Automobile insurance in commercially reasonable amounts.
8. The Easement created herein is a private easement only, and this Agreement is not intended to, and shall not be construed to, dedicate to the public any easement or other rights in and to the Easement Tract or any portion thereof. Grantee shall not assign its rights in and to the Easement without the prior written consent of Grantor, which may be withheld in Grantor's reasonable discretion.
9. If, following the date that Tower Landfill reaches permitted capacity or is otherwise at the end of its life and has been fully capped, Grantor shall have the right in its sole discretion to dedicate the Easement Tract and the Road to Commerce City and upon any such dedication, this Agreement shall terminate and be of no further force or effect.
10. This Agreement shall not be construed to create any joint venture or partnership between Grantor and Grantee, and no such relationship is intended by the parties.
11. This Agreement represents the entire understanding of the parties in connection with the subject matter hereof and may be amended only by a writing signed by the party against whom such amendment is sought to be enforced.
12. All notices under this Agreement must be in writing in order to be effective. All notices shall be sent by certified mail, return receipt requested, or by overnight courier via a nationally recognized delivery service, or by messenger delivery, and in each case, addressed to the party at such address as is set forth below (or to such change of address as shall have been theretofore received in a notice from the party whose address has changed in accordance with the Agreement). All such notices sent by certified mail, return receipt requested, shall be deemed delivered on the date of actual delivery. All

such notices sent by overnight delivery via a nationally recognized courier service shall be deemed delivered on the next business day. All other notices shall be deemed delivered upon actual receipt.

To Grantor: Allied Waste Systems of Colorado, LLC  
8480 Tower Road  
Commerce City, CO 80022  
Attn: General Manager

With a copy to:  
Allied Waste Systems of Colorado, LLC  
18500 North Allied Way  
Phoenix, AZ 85054  
Attn: Chief Legal Officer

And to: Spotts Fain PC  
411 East Franklin Street  
6<sup>th</sup> Floor Richmond, VA 23219  
Attn: David A. Reed, Esq.

To Grantee: Chief Executive Officer  
Denver International Airport  
Airport Office Building  
8500 Peña Boulevard, 9th Floor  
Denver, CO 80249-6340

With a copy to:  
Senior Vice President, DEN Real Estate  
Denver International Airport  
Airport Office Building  
8500 Peña Boulevard, 10th Floor  
Denver, CO 80249-6340

And: General Counsel  
Denver International Airport  
Airport Office Building  
8500 Peña Boulevard, 10th Floor  
Denver, CO 80249-6340

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

14. In the event of any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses incurred at the trial and all appellate levels.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**[Signature Page Follows]**

**THIS NON-EXCLUSIVE EASEMENT OF INGRESS AND EGRESS** is executed by the parties duly authorized representatives on the dates set forth in the acknowledgments hereof, but effective as of the Effective Date.

**GRANTOR:**

**ALLIED WASTE SYSTEMS OF COLORADO, LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, Vice President

STATE OF ARIZONA            )

)ss:

COUNTY OF MARICOPA        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as Vice President of Allied Waste Systems of Colorado, LLC, a Colorado limited liability company, on behalf of the company. He/she is personally known to me or has produced a driver’s license as identification.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

Print Name \_\_\_\_\_

Commission No.: \_\_\_\_\_

**[NOTARIAL SEAL]**



**GRANTEE:**

**CITY AND COUNTY OF DENVER,  
BY ITS DEPARTMENT OF AVIATION,**  
a home rule municipality of the State of Colorado

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO                    )

)ss:

COUNTY OF DENVER                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2024, by \_\_\_\_\_ as \_\_\_\_\_ of the  
Department of Aviation of the City and County of Denver, Colorado, on behalf of the Department.  
He/she is personally known to me or has produced a driver's license as identification.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

Print Name \_\_\_\_\_

Commission No.: \_\_\_\_\_

**[NOTARIAL SEAL]**

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

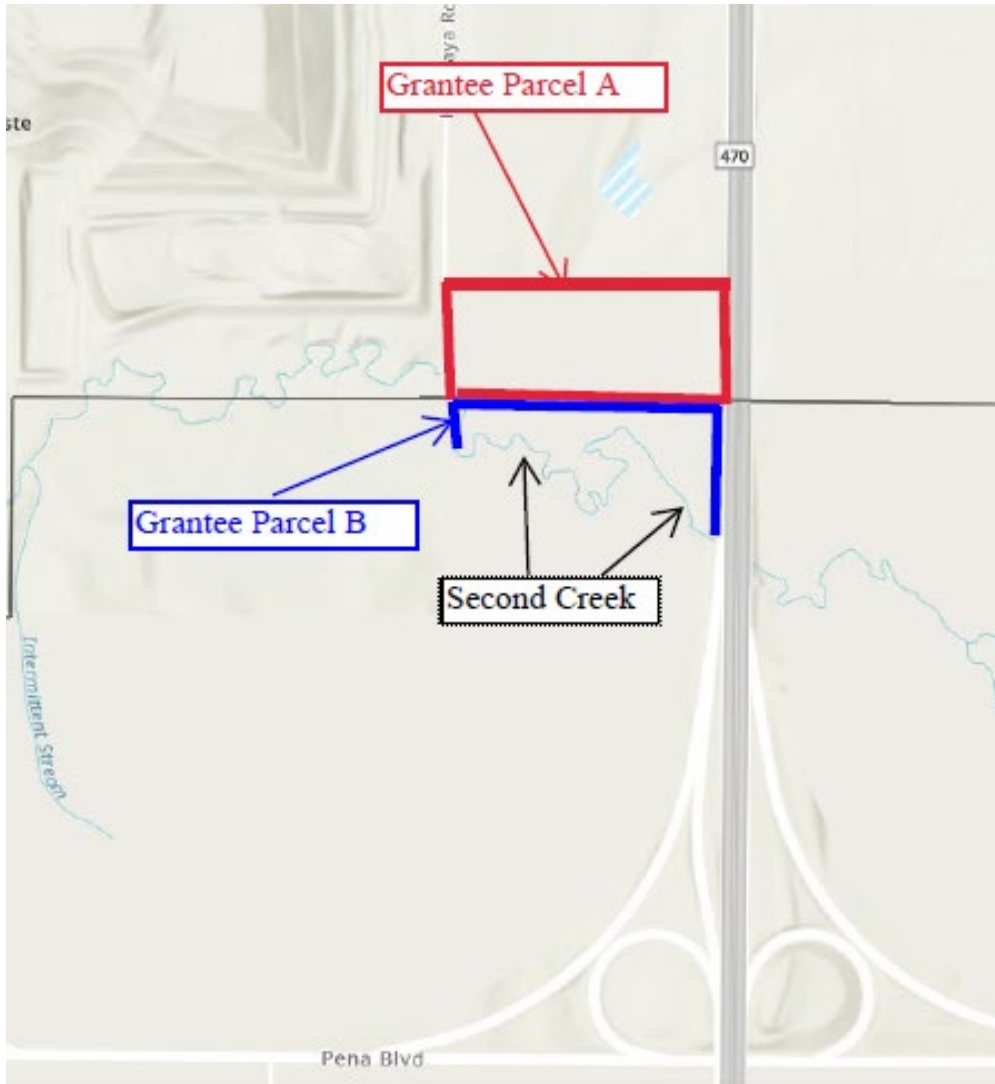
**EXHIBIT A**  
**GRANTEE PROPERTY**

[To be replaced with legal descriptions]

The Grantee Property consists of Grantee Parcel A and Grantee Parcel B.

Grantee Parcel A is shown below outlined by a red box.

Grantee Parcel B is that area shown below as outlined on the West, North and East sides by a blue box whose Southern boundary is the light blue line designating the location of Second Creek.



**EXHIBIT B**  
**GRANTOR PROPERTY**

A PARCEL OF LAND BEING A PART OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE CITY OF AURORA STATE PLANE COORDINATE POINTS, "JOG" AND "ELWAY" BEING NORTH 78°54'09" EAST;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE SOUTH 00°32'48" WEST, 30.01 FEET, ALONG THE WESTERLY LINE OF THE NORTHWEST ONE- QUARTER OF SAID SECTION 26 TO THE SOUTHERLY RIGHT OF WAY LINE OF 88TH AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°03'10" EAST, 1,583.13 FEET, ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO A POINT OF NON-TANGENT CURVATURE ON THE CENTERLINE OF PROPOSED HIGHWAY E-470; THENCE ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 78°32'44" WEST, 7,639.44 FEET, THROUGH A CENTRAL ANGLE OF 11°27'16", AN ARC LENGTH OF 1,527.27 FEET, WHOSE CHORD BEARS SOUTH 05°43'38" EAST, 1524.73 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 00°00'00" WEST, 1,779.60 FEET TO THE NORTHERLY PROPERTY LINE OF THE CITY AND COUNTY OF DENVER AS DESCRIBED IN BOOK 3700 AT PAGE 545 OF THE ADAMS COUNTY RECORDS; THENCE SOUTH 89°28'25" WEST, 1754.58 FEET ALONG SAID NORTHERLY PROPERTY LINE TO THE WESTERLY LINE OF THE SOUTHWEST ONE- QUARTER OF SAID SECTION 26;

THENCE NORTH 00°28'48" WEST, 665.19 FEET ALONG SAID WESTERLY LINE TO THE WEST ONE- QUARTER CORNER OF SAID SECTION 26;

THENCE NORTH 00°32'48" EAST, 2,621.62 FEET ALONG THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 26, TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THAT PORTION CONVEYED TO E-470 PUBLIC HIGHWAY AUTHORITY BY DEED RECORDED OCTOBER 12, 1995 IN BOOK 4605 AT PAGE [943](#), DESCRIBED AS FOLLOWS:

A PARCEL OF LAND NO. TK-128 OF THE E-470 PUBLIC HIGHWAY AUTHORITY, BEING A PART OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE CITY OF AURORA, STATE PLANE COORDINATE POINTS, "JOG" AND "ELWAY" BEING NORTH 78°54'09" EAST;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE SOUTH 00°32'48" WEST, 30.01 FEET, ALONG THE WESTERLY LINE OF SAID SECTION 26 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 88TH AVENUE;

THENCE NORTH 89°03'12" EAST, 606.65 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°56'48" EAST, 40.00 FEET; THENCE SOUTH 84°57'38" EAST, 429.25 FEET;

THENCE SOUTH 56°43'47" EAST, 99.32 FEET;

THENCE SOUTH 18°17'33" EAST, 1,157.84 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 71°42'27" WEST, 1,424.13 FEET, THROUGH A CENTRAL ANGLE OF 18°17'33", AN ARC LENGTH OF 454.67 FEET, WHOSE CHORD BEARS SOUTH 09°08'46" EAST, 452.74 FEET, TO A POINT OF NON-TANGENCY; THENCE SOUTH 00°00'00" EAST, 1,250.00 FEET;

THENCE SOUTH 08°12'35" EAST, 224.29 FEET;

THENCE SOUTH 00°00'00" EAST, 131.40 FEET, TO A POINT ON THE NORTHERLY LINE OF DENVER INTERNATIONAL AIRPORT PROPERTY AS DESCRIBED IN BOOK 3700 AT PAGE 545;

THENCE NORTH 89°28'25" EAST, 149.85 FEET, ALONG SAID NORTHERLY PROPERTY LINE; THENCE NORTH 00°00'00" WEST, 1,779.60 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS NORTH 90°00'00" WEST, 7,639.44 FEET, THROUGH A CENTRAL ANGLE OF 11°27'16", AN ARC LENGTH OF 1527.26 FEET, WHOSE CHORD BEARS NORTH 05°43'38" WEST, 1,524.72 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING ON SAID SOUTHERLY RIGHT-OF-WAY LINE;

THENCE SOUTH 89°03'12" WEST, 976.48 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

**EXHIBIT C**  
**EASEMENT TRACT**

[See attached]

DEN Access Gates on  
Sheet 3, 4 & 6

**ALLIED WASTE SYSTEMS OF COLORADO, LLC**  
**A PORTION OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN**  
**CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO**  
**THIS DOCUMENT SUPERCEDES PUD 3068, RECEPTION #2009000059348**  
**LANDSCAPE PLAN - COVER SHEET**

SHEET 1 OF 7



SHEET NO.	INDEX OF DRAWINGS SHEET TITLE	REVISION NO.	DATE
1	LANDSCAPE PLAN - COVER	0	04/28/23
2	LANDSCAPE PLAN - WEST	0	04/28/23
3	LANDSCAPE PLAN	0	04/28/23
4	NORTH LANDSCAPE PLAN	0	04/28/23
5	WEST LANDSCAPE PLAN	0	04/28/23
6	SOUTH LANDSCAPE PLAN	0	04/28/23
7	LANDSCAPE PLAN - PLANNING SERVICES CONTRACT	0	04/28/23



PREPARED FOR

**PROJECT INFORMATION**  
**OWNER:** ALLIED WASTE SYSTEMS OF COLORADO, LLC  
**MAILING ADDRESS:** 14000 W. 10TH AVENUE, SUITE 100, COMMERCE CITY, CO 80022  
**DATE OF SUBMITTAL:** 7/15/23  
**PROJECT IDENTIFICATION NUMBER (PIN):** 01723000000000

**CONTRACT AGREEMENT**  
 APPROVED BY THE ENGINEERING OR CONSULTANT DEVELOPER OF THE CITY OF COMMERCE CITY, BY \_\_\_\_\_ ON \_\_\_\_\_  
 DEPARTMENT OF DEVELOPMENT SERVICES  
**CONTRACT AGREEMENT**  
 APPROVED BY THE CITY COUNCIL OF COMMERCE CITY, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
**DRAFT**

PREPARED BY  
**Weaver Consultants Group**  
 7340 E. GALT AVENUE, SUITE 170  
 COMMERCE CITY, CO 80022  
 EMAIL: JAMES@WEAVERCONSULTANTS.COM  
 PHONE: (720) 554-0132



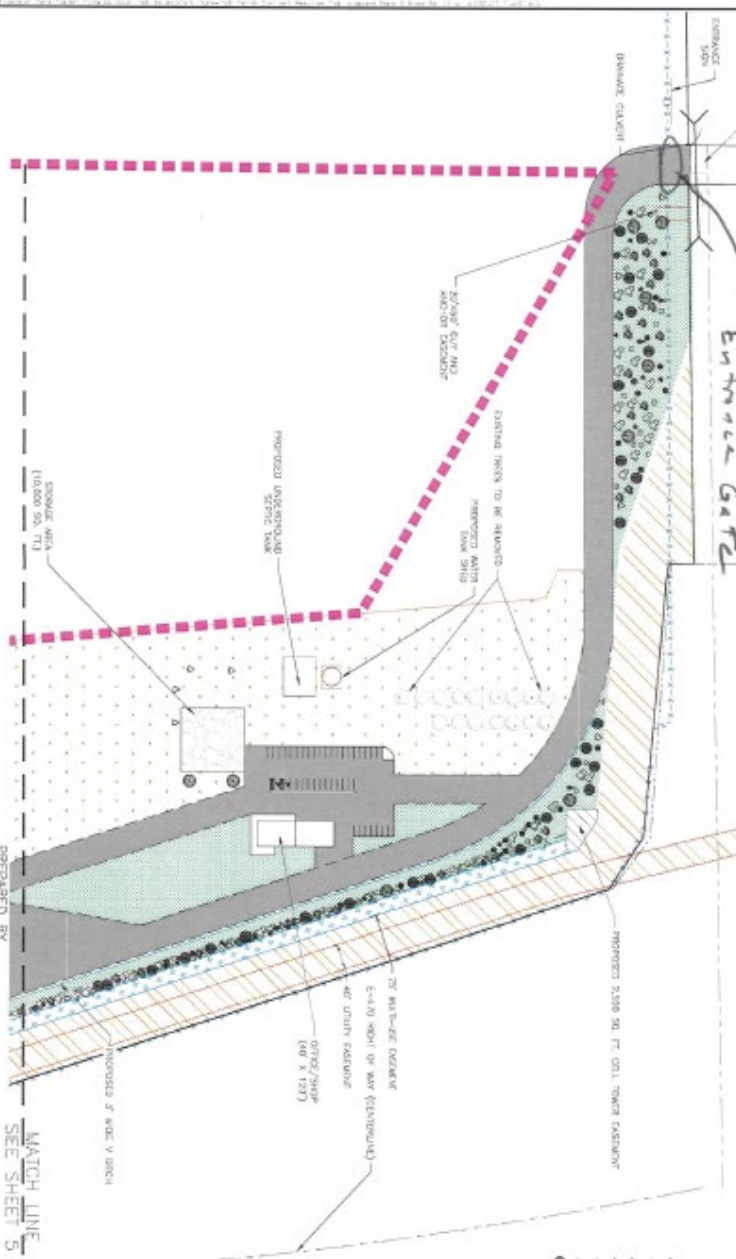






**ALLIED WASTE SYSTEMS OF COLORADO, LLC**  
**A PORTION OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN**  
**CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO**  
**THIS DOCUMENT SUPERCEDES PUD 3068, RECEPTION #2009000059348**  
**NORTH LANDSCAPE PLAN**

SHEET 4 OF 7



DRAWN BY: [unreadable]

**Weaver Consultants Group**  
 2700 E. CANYON AVENUE, SUITE 110  
 DENVER, CO 80231  
 PHONE: (720) 528-0132

PREPARED BY: [unreadable] MATCH LINE SEE SHEET 5

**LANDSCAPE LEGEND**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• PROPOSED COLUMBIA FORMAL WAF</li> <li>• PROPOSED ORNED JARDIN</li> <li>• PROPOSED MOVER SPANICAL JARDIN</li> <li>• PROPOSED DANDEL DAK</li> <li>• PROPOSED MONOCYR COFFETIBEL</li> <li>• PROPOSED PAVON PINE PLANT</li> <li>• PROPOSED COMMON HICKORCHER</li> </ul> | <ul style="list-style-type: none"> <li>• PROPOSED WINDIC PLANT</li> <li>• PROPOSED WILD PINE GRASS</li> <li>• PROPOSED SACTIBASH</li> <li>• PROPOSED BRASSIER</li> <li>• PROPOSED PEGUSAN LILAC</li> <li>• PROPOSED BRIDGEMAN (LAWYER) by PROPOSED LORVAVANT</li> </ul> |
|--|---|
- GRASS**  
 PROPOSED LOW-NEED GRASS (NOT INCLUDED IN LANDSCAPE MAINTENANCE PLAN)  
 PROPOSED MINE GRASS

- NOTES**
1. RETIREMENT AREA, TOPOGRAPHY BASED ON CORNER 26, 2007. PHOTOGRAMMETRIC SURVEY PROVIDED BY GEORGE ADAM, S.A.M.T.S. CO.
  2. PROPERTY LINES AND EXISTING SIGHT SIGNAGE BASED ON THE ALIENS' LAND TITLE SURVEY DATED JULY 9, 2010, PROVIDED BY GEORGE ADAM, S.A.M.T.S. CO. (RECORD NO. 2009000059348).



PREPARED FOR:  
**ALLIED WASTE SYSTEMS OF COLORADO, LLC**  
 OWNER:  
 1100  
 1100  
 1100  
 1100

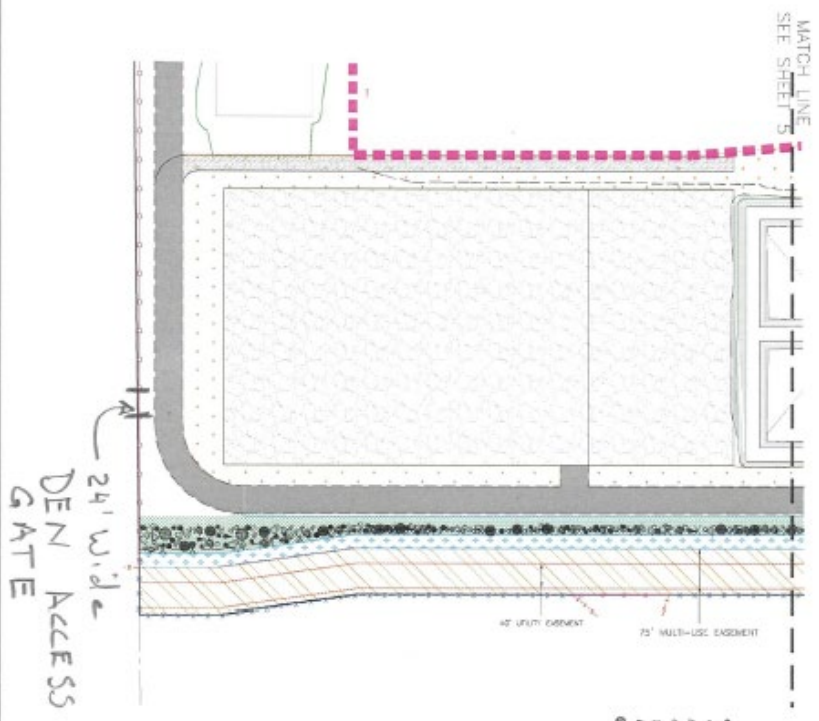
DRAFT

PREPARED BY THE CITY ENGINEER OF COMMERCE CITY, CO. 80033  
 CITY ENGINEER: [unreadable]



**ALLIED WASTE SYSTEMS OF COLORADO, LLC  
 A PORTION OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN  
 CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO  
 THIS DOCUMENT SUPERCEDES PUD 3068, RECEPTION #2009000059348  
 SOUTH LANDSCAPE PLAN**

**SHEET 6 OF 7**



**LANDSCAPE LEGEND**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>PROPOSED COLUMN SURFACE FINISH</li> <li>PROPOSED DECORATED ALUMINUM</li> <li>PROPOSED ROOF VENT AREA FINISH</li> <li>PROPOSED SAND, 1/4" MAX</li> <li>PROPOSED KENTUCKY CORNICE</li> <li>PROPOSED PATIO PAVE PAIS</li> <li>PROPOSED COMMON HARDSHIP</li> </ul> | <ul style="list-style-type: none"> <li>PROPOSED AVIATE PLANK</li> <li>PROPOSED WOOD PINE SHAKE</li> <li>PROPOSED 2X4 SHIM</li> <li>PROPOSED SHIMMER</li> <li>PROPOSED STEPSAL LLC</li> <li>PROPOSED SHIMMER LAMPWORK</li> <li>PROPOSED LANTANA</li> </ul> |
|---|---|

**NOTES**

1. SITEPLAN AREA UNDERSTANDING BASED ON RECORD AS SHOWN.
2. PROPERTY LINES AND EXISTING STRUCTURES ARE BASED ON THE RECORD AS SHOWN. ALL DIMENSIONS AND LOCATIONS ARE BASED ON THE RECORD AS SHOWN. ALL DIMENSIONS AND LOCATIONS ARE BASED ON THE RECORD AS SHOWN.



**PREPARED FOR**

**ALLIED WASTE SYSTEMS OF COLORADO, LLC**  
 8000 S. W. 10TH AVE.  
 COMMERCE CITY, CO 80022

**PROJECT INFORMATION**

**OWNER:** ALLIED WASTE SYSTEMS OF COLORADO, LLC  
**DATE OF SUBMITTAL:** TBD  
**PROJECT IDENTIFICATION NUMBER:** 017230000000

**CITY STREET ADDRESS:**  
 APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE CITY OF COMMERCE CITY, P.O. BOX 1000, 1000 W. 10TH AVE., COMMERCE CITY, CO 80022

**DRAFT**

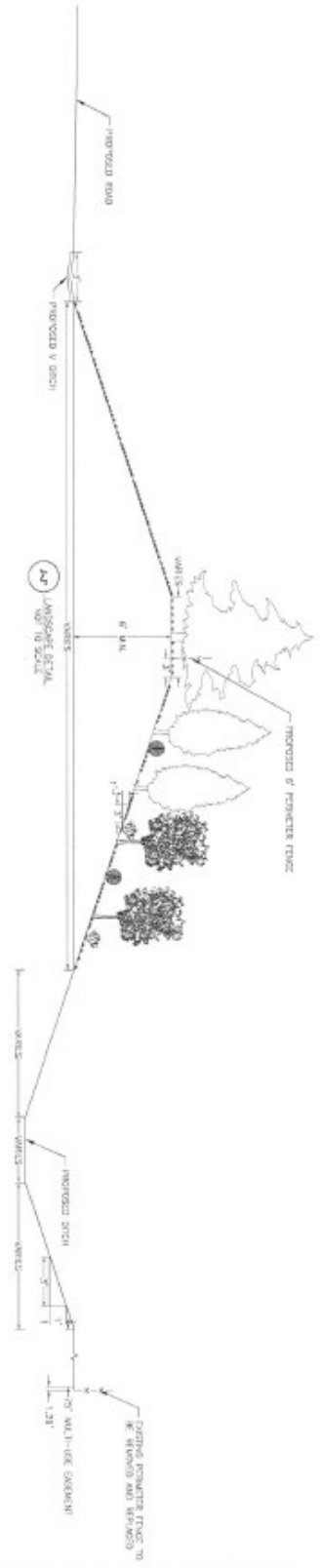
**PREPARED BY**  
**Weaver**  
**Consultants**  
**Group**

7500 E. COLBY AVENUE, SUITE 130  
 DENVER, COLORADO 80231  
 PHONE: (303) 752-0132

DATE PLOTTED: 11/11/2020 10:00:00 AM

**ALLIED WASTE SYSTEMS OF COLORADO, LLC  
 A PORTION OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN  
 CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO  
 THIS DOCUMENT SUPERCEDES PUD 3068, RECEPTION #2009000059348  
 LANDSCAPE DETAIL**

SHEET 7 OF 7



- PLANT ALL DUMPED OR DEAD WOOD (SPECIFICALLY FROM 10' MINIMUM)
- SET GRASS 1" HIGHER THAN THE GRADE IN WIDTH OF ROAD
- THE PLANT SET MUST BE AS WIDE AS THE DUMPED OR DEAD WOOD CONTACT
- INDICATE SPECIES OF PLANT FOR SPECIFIC TYPES OF MATERIAL OF PROPOSED PLANTS ONLY
- PLANT SET WITH SPECIFIC 50% MIN.
- NOTE: ALL PLANTS, OR GRASS AND MULCH, WILL BE SET AS CLOSE TO DUMPED WOOD AS POSSIBLE.
- 3/8" MIN. SPACING
- 1/2" MIN. SPACING
- 1" MIN. SPACING
- 2" MIN. SPACING
- 3" MIN. SPACING
- 4" MIN. SPACING
- 5" MIN. SPACING
- 6" MIN. SPACING
- 7" MIN. SPACING
- 8" MIN. SPACING
- 9" MIN. SPACING
- 10" MIN. SPACING
- 11" MIN. SPACING
- 12" MIN. SPACING
- 13" MIN. SPACING
- 14" MIN. SPACING
- 15" MIN. SPACING
- 16" MIN. SPACING
- 17" MIN. SPACING
- 18" MIN. SPACING
- 19" MIN. SPACING
- 20" MIN. SPACING
- 21" MIN. SPACING
- 22" MIN. SPACING
- 23" MIN. SPACING
- 24" MIN. SPACING
- 25" MIN. SPACING
- 26" MIN. SPACING
- 27" MIN. SPACING
- 28" MIN. SPACING
- 29" MIN. SPACING
- 30" MIN. SPACING
- 31" MIN. SPACING
- 32" MIN. SPACING
- 33" MIN. SPACING
- 34" MIN. SPACING
- 35" MIN. SPACING
- 36" MIN. SPACING
- 37" MIN. SPACING
- 38" MIN. SPACING
- 39" MIN. SPACING
- 40" MIN. SPACING
- 41" MIN. SPACING
- 42" MIN. SPACING
- 43" MIN. SPACING
- 44" MIN. SPACING
- 45" MIN. SPACING
- 46" MIN. SPACING
- 47" MIN. SPACING
- 48" MIN. SPACING
- 49" MIN. SPACING
- 50" MIN. SPACING

PREPARED BY  
**Weaver Consultants Group**  
 7340 E. DOLY AVENUE, SUITE 110  
 COMMERCE CITY, CO 80022  
 PHONE: (720) 528-0132

NOTE:  
 1. BEST PRACTICE TO BE PROVIDED APPROVED TO COMMERCE CITY LAND DEVELOPMENT CODE



PREPARED FOR  
**REPUBLIC SERVICES**

PROJECT INFORMATION  
 ALLIED WASTE SYSTEMS OF COLORADO, LLC  
 6400 TOWER ROAD  
 COMMERCE CITY, CO 80022  
 DATE OF SUBMITTAL: 7/30  
 PANEL DESIGN/DATE NUMBER (PH): 017200000298

CITY SPECIFIC IDENTIFIER  
 APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE CITY OF COMMERCE CITY, THE DATE OF \_\_\_\_\_, 20\_\_\_\_

DEPARTMENT OF COMMUNITY DEVELOPMENT  
**DRAFT**

CITY DESIGN IDENTIFIER:  
 APPROVED BY THE CITY ENGINEER OF COMMERCE CITY, THE DATE OF \_\_\_\_\_, 20\_\_\_\_

DWG. NUMBER: \_\_\_\_\_

EXCHANGE AGREEMENT EXHIBIT "F"

Contracts

Republic: [None if blank]

Denver: [None if blank]

EXCHANGE AGREEMENT APPENDIX 1

The Federal Appendices

[See attached]

**APPENDIX NO. 1**  
**Standard Federal Assurances and Nondiscrimination**

**FEDERAL AVIATION ADMINISTRATION REQUIRED CONTRACT PROVISIONS**

Federal laws and regulations require that recipients of federal assistance (e.g. Airport Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of whether or not the contracts are federally funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these contract provisions, “Sponsor” means the City and County of Denver, Department of Aviation, and “Contractor,” “Tenant,” or “Consultant” means the Party of the Second Part as set forth in the Contract, Lease, or Agreement to which this Appendix is attached.

These provisions come from FAA guidance: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, issued May 24, 2024

**ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed



with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);



- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the

contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation

to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.